

Memorandum of Agreement

This memorandum of agreement ("Agreement"), entered on this 11th day of May, 2017, by and between the Lexington-Fayette Urban County Government ("LFUCG"), an urban county government organized and operated pursuant to KRS 67A, which has as its primary place of business 200 East Main Street, Lexington, Kentucky 40507, and the National Softball Association ("NSA"), which has as its primary place of business P.O. Box 7, Nicholasville, Kentucky 40340, witnesseth that the parties, in consideration of the promises and obligations contained herein, agree as follows:

- I. Term. This agreement shall take effect upon execution by both parties and shall remain in effect for ten (10) years therefrom. Either party may terminate this agreement with or without cause by providing thirty (30) days advance written notice to the other.
- II. Reservations and Payment.
 - a. By no later than January 15th of each year this Agreement is in effect, LFUCG shall submit to NSA a list of the prices it is charging that calendar year for reservation of LFUCG ball fields and use of additional LFUCG personnel services and materials.
 - b. By no later than February 1st of each year this Agreement is in effect, NSA shall submit to LFUCG a written request identifying the days during that calendar year NSA would like to reserve LFUCG ball fields for events.
 - c. By no later than February 28th of each year this Agreement is in effect, LFUCG shall respond to all written reservation requests submitted in a timely manner in accordance with Section 1(c) of this Agreement with a list of dates that can be accommodated and an invoice providing the amount to be paid for each reservation ("reservation fee"). NSA may reserve ball fields by tendering to LFUCG a non-refundable registration fee of \$50 for each reservation. One reservation may encompass multiple consecutive days (e.g. Saturday and Sunday) and multiple fields located at the same or different parks. The \$50, non-refundable registration fee shall be applied to the cost of the reservation, and reflected in each invoice submitted to NSA under Section II(f) of this Agreement.
 - d. Upon receipt of NSA's non-refundable registration fees, LFUCG shall reserve the identified ball fields on the given dates for NSA's use, and shall issue NSA permits granting NSA exclusive use of the premises for the reserved times.
 - e. NSA may cancel a reservation without penalty at any time before 5:00 p.m. on the Wednesday immediately preceding the reservation. NSA may cancel a reservation after 5:00 p.m. on the Wednesday immediately preceding the reservation and before the event's scheduled start time, but shall be subject to a penalty of 10% of the scheduled reservation fee. NSA may only cancel a reservation after the event's scheduled start time when it believes, in good faith, that weather has rendered the reserved field(s) unusable for baseball and softball purposes. In such event, NSA shall pay LFUCG a pro rata portion of its scheduled reservation fee based on the number of hours NSA had possession or use of the field(s). Under no circumstances shall NSA be entitled to a refund of its \$50 registration fee.
 - f. After each reservation, LFUCG shall provide NSA with an invoice listing the amount owed for the reservation and any additional services or materials that were provided. NSA shall pay the invoice by the due date listed thereon, and shall pay interest on all late payments at a rate of 12% per annum.
- III. NSA Events
 - a. By no later than 5:00 p.m. the Wednesday immediately preceding any reservation, NSA shall provide LFUCG with a list of the times at which each baseball or softball game is scheduled to begin and on which field each game will take place, as well as an estimate of the total number of teams participating in the event. Provided,

however, that when a reservation includes one or more ball fields located at the Athens Ball Field Complex, NSA shall provide LFUCG with such information by no later than 12:00 p.m. the Wednesday before the first day of the reservation. By no later than 12:00 p.m. the Monday after the last day of any reservation, NSA shall provide LFUCG with a writing containing the following information:

- i. The time at which each baseball or softball game actually started, which field it was played on, and which teams participated in the game;
 - ii. A description of any damage the rented premises may have suffered during the rental;
 - iii. A description of any other defects or problems at the premises that may require LFUCG's attention.
- b. LFUCG shall insure that all reserved fields are lined, dragged, and ready for NSA's use, weather permitting, at the time each event is scheduled to start. LFUCG shall leave three (3) bags of infield conditioner for each reserved field to be used in case of rain. Should the fields require additional attention from LFUCG staff or additional infield conditioner after an event's scheduled start time, NSA shall be charged extra for such services and materials at the rates supplied to it by LFUCG under Section (II)(a), above.
- c. LFUCG may cancel any event or reservation at any time if it believes, in good faith, that cancellation is necessary to protect the safety or welfare of its parks, personnel, or event participants. In such event, NSA shall not be responsible for the reservation fee scheduled for such event, except where LFUCG cancels the event or reservation after NSA has begun using the reserved field(s), in which case NSA shall pay LFUCG a pro rata proportion of its scheduled reservation fee based on the number of hours NSA had possession or use of the field(s).
- d. NSA shall notify LFUCG immediately if it cancels any event for which it has reserved one or more LFUCG ball fields.
- e. NSA shall take reasonable and necessary steps to ensure the safety of all persons present at or involved in its events on LFUCG property, including without limitation event participants, event spectators, other park users, and employees.
- f. NSA shall notify LFUCG immediately if emergency medical services are required at any event held on LFUCG property, and shall provide LFUCG with the following information to the best of its knowledge: the name of the injured person(s), the nature of the injuries, the manner in which the injuries occurred, and, if any person is being transported for medical attention, the site to which the person is being transported. In addition, by 5:00 p.m. the first business day following the accident or injury, NSA shall complete and submit to LFUCG an Accident Report, using the form attached as Appendix A.
- g. NSA shall notify LFUCG immediately if law enforcement services are required at any event held on LFUCG property, and shall provide LFUCG with all information it may have concerning the nature of the incident that gave rise to the need for law enforcement assistance. In addition, by 5:00 p.m. the first business day following the incident, NSA shall complete and submit to LFUCG an Incident Report, using the form attached as Appendix B.
- h. At the conclusion of each rental, NSA shall ensure that all trash and debris is removed, and the rented premises are in a neat and orderly condition. Should NSA fail to leave the premises in neat and orderly condition, it may be charged an additional cleaning fee by LFUCG.
- i. NSA shall not offer food or beverages for sale at any event on LFUCG premises without written permission from LFUCG, which may be denied, granted, or conditionally granted in its discretion. Should LFUCG grant such permission, NSA

shall be fully and solely responsible for ensuring it is in full compliance with all applicable health and safety codes and regulations at all times.

- j. In all programs and activities held on LFUCG property or in conjunction with LFUCG, NSA shall fully comply with all applicable policies of the LFUCG, Division of Parks and Recreation, including the Participant Protection Policy, Severe Weather Policy, and Physical & Verbal Altercation Policy, attached hereto as Appendices C, D, and E respectively.
- k. NSA shall abide by all local, state, and federal laws and regulations. In all programs and activities held on LFUCG property or in conjunction with LFUCG programs and activities, NSA shall not discriminate against any current or prospective participants, volunteers, employees, or agents on the basis race, color, national origin, age, sex, religion, disability, sexual orientation, or gender identity.

IV. Training and Certification.

- a. NSA shall provide regular training and education for LFUCG softball and baseball officials by:
 - i. Providing a presentation on the NSA rule book at an annual adult softball managers meeting to be convened by LFUCG each year;
 - ii. Conducting umpire training for officials employed or contracted by LFUCG to assist in the Division of Parks and Recreation's softball and baseball leagues;
 - iii. Providing official NSA testing and certification for officials employed or contracted by LFUCG to assist in the Division of Parks and Recreation's softball and baseball leagues.
- b. NSA shall assist LFUCG in hosting a youth, fast pitch softball training clinic for league participants and coaches to be scheduled by LFUCG each year.
- c. NSA shall provide testing for softball and baseball bats used in the Division of Parks and Recreation's softball and baseball leagues as needed.

V. Liability, Insurance, and Indemnity

- a. NSA assumes full responsibility and liability for any and all damages to LFUCG persons or property it, or its agents, employees, or officers may cause during any event on LFUCG property while this Agreement is in effect.
- b. NSA shall provide LFUCG with a certificate of commercial general liability insurance written through a company with an A.M. Best rating of "A" or better with the minimum amount of \$1,000,000 per occurrence, listing the Lexington-Fayette Urban County Government as an "additional insured." NSA shall provide such certificate at least fourteen days before the first scheduled rental date, or LFUCG may terminate this Agreement immediately. A Declaration Page shall not be considered a valid substitute for a Certificate of Insurance.
- c. NSA shall defend, indemnify, and hold harmless LFUCG, its officers, agents, employees, and officials from and against any and all liability loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of or in connection with the performance of this Agreement. Nothing herein shall be interpreted as or deemed a waiver of any defense available to LFUCG, including sovereign immunity.

VI. Interpretation and Application

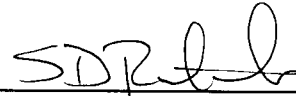
- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.

- c. NSA shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- d. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- e. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- f. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.
- g. This Agreement may only be modified by a writing signed by both parties.
- h. This Agreement, having been negotiated in good faith between the parties, shall not be construed against one party or the other.
- i. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership or joint venture between the parties.
- j. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of any third party.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

NATIONAL SOFTBALL ASSOCIATION,
INC.

By: 
Jim Gray, Mayor

By: 

Name & Title: VP SOUTHERN

Date: 11-May-2017

Date: 3.22.17

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
545 NORTH UPPER STREET
LEXINGTON KENTUCKY 40508

Parks and Recreation (Athletes office) 288-2919
Parks and Recreation (Main Office) 288-2900
Police and Fire Emergency 911
Police Department Administration 258-3600

ACCIDENT REPORT

Submit the written accident report to the Athletics Office next business day.

Name of injured _____ Employee Yes ___ No ___

Age ___ Address _____ Phone _____

Parent or Guardian _____

Was parent or other relative notified? Yes ___ No ___ How _____

By whom were responsible parties contacted? _____

Place of Accident:

Pool _____ Playground _____

Community Center _____ Park _____

Other _____

Date of Accident _____ Time of Incident _____

Your Supervisor's name _____

Describe how accident occurred. List specific unsafe acts and unsafe conditions that contributed to the accident. Specify tool, machine, or equipment involved.

Witness: Name Address Phone

1. _____

2. _____

3. _____

Was professional care administered? Yes _____ No _____

Where _____ By whom _____

Date and time accident called into Athletics Office _____

Report submitted by _____ Date _____

Position _____ Phone _____

List any additional information or diagrams that you feel are pertinent to this accident on reverse side.

*Call the Athletics Office (288-2919) to report any accident on the day/night of the accident.
Submit the written accident report to the Athletics Office within 24 hours or the next business day.
Written report may be submitted in person to 545 N. Upper Street or faxed to (859) 254-0142.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
545 NORTH UPPER STREET
LEXINGTON KENTUCKY 40508

Parks and Recreation (Athletes office) 288-2919
Parks and Recreation (Main Office) 288-2900
Police and Fire Emergency 911
Police Department Administration 258-3600

INCIDENT REPORT

Submit the written incident report to the Athletics Office next business day.

Date of Incident _____ Location _____

Name of League _____

Person(s) Involved (Include Team Name):

Official(s) Present:

Scorekeeper: _____

Summary of Incident and Actions Taken:

Date and time incident called into Athletics Office _____

Report submitted by _____ Date _____

Position _____ Phone _____

List any additional information or diagrams that you feel are pertinent to this accident on reverse side.

*Call the Athletics Office (288-2919) to report any incident on the day/night of the incident.
Submit the written incident report to the Athletics Office within 24 hours or the next business day.
Written report may be submitted in person to 545 N. Upper Street or faxed to (859) 254-0142.

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by:



Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young athletes and program participants should be guided by what is best for the safe and healthy development of the individual. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive experience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Policy

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCG Parks and Recreation sponsored programs. All franchises, organizations, and partners should require and conduct background checks on their officials, coaches, staff, and other volunteers working in any official capacity for the respective organization that is in a leadership role or works directly with minors.

Abuse or harassment may take several forms including but not limited to any improper or inappropriate comment, action, or gesture directed toward a person that is related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment through behavior or a course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive prevents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A §5106g) as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at a minimum:

Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or An act or failure to act which presents an imminent risk of serious harm.

Source: <http://www.childwelfare.gov/pubs/factsheets/whatiscan.cfm>

The Kentucky Unified Juvenile Code KRS 600.020 states:

(1) Abused or neglected child means a child whose health or welfare is harmed or threatened with harm when his parent, guardian, or other person exercising custodial control or supervision of the child:

- (a) Inflicts or allows to be inflicted upon the child physical or emotional injury as defined in this section by other than accidental means;
- (b) Creates or allows to be created a risk of physical or emotional injury as defined in this section to the child by other than accidental means;
- (c) Engages in a pattern of conduct that renders the parent incapable of caring for the immediate and ongoing needs of the child including, but not limited to, parental incapacity due to alcohol and other drug abuse as defined in KRS 222.005(12);
- (d) Continuously or repeatedly fails or refuses to provide essential parental care and protection for the child, considering the age of the child;
- (e) Commits or allows to be committed an act of sexual abuse, sexual exploitation, or prostitution upon the child;
- (f) Creates or allows to be created a risk that an act of sexual abuse, sexual exploitation, or prostitution will be committed upon a child;
- (g) Abandons or exploits the child;
- (h) Does not provide the child with adequate care, supervision, food, clothing, shelter, education or medical care necessary for the child's well-being. A parent or other person exercising custodial control or supervision of the child legitimately practicing the person's religious beliefs shall not be considered a negligent parent solely because of failure to provide specified medical treatment for a child for that reason alone. This exception shall not preclude a court from ordering necessary medical services for a child

Areas of Responsibility

Coaches, officials, staff, parks employees, volunteers, and chaperones are in positions of authority and trust.

Procedure

Recommended Best Practice Guidelines

1. Parents and guardians should be encouraged to support and attend their child's programs, games, and practices.
2. All practices, games, and programs should be open to observation by parents and guardians at all times. Parents and family members may not cause a disturbance with the program while observing or they may be asked to leave.
3. Two-deep leadership; at least one coach and one other adult should be present at all of the programs, practices, or activities.
4. In providing two-deep leadership; at least two of the adults should not be closely related family members.
5. All interaction between leaders and program participants should occur in an open and observable environment. Some programs may be designated to provide services to clients/participants that require personal hygiene care. In specified programs, trained leaders,

- staff, or volunteers may provide such care, however, should have assistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal hygiene care.
6. Coaches, staff, and other adult leaders should not invite youth participants to their home without permission of a parent or guardian.
 7. Should travel occur, all room checks, meetings and/or other activities should have two-deep leadership. If participants are paired for overnight stays; they should be of the same gender and similar age.
 8. Any other arrangement should be discussed with all parties and written permission obtained from the parent or guardian before hand.
 9. Youth participants should not ride in a coach's vehicle without another adult present unless prior parental permission is obtained.
 10. Communication between youth participants and adults should be positive and of a relevant subject; not sexual or otherwise inappropriate nature. Horseplay, rough housing should be avoided.
 11. Youth participants should have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 12. At a minimum every franchise and/or partner league must confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and/or partner league must adopt or comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvenile Code KRS 620.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designee, the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professions such as healthcare personnel, child care personnel, and peace officers have a further duty to report.

If you think the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection hotline at 1-877-597-2331 or another agency as identified above.

All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 288-2963 and/or email Deputy Director of Parks ccoopermider@lexingtonky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Common acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the validity of abuse or neglect, you should call the child protection hotline for help whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely report child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a [child abuse and neglect booklet](#) to help with additional questions that is available on line:

<http://chfs.ky.gov/nr/rdonlyres/0984fd14-a494-4055-9c10-98cdd433f8c9/0/childabuseandneglectbooklet.c>

Resource(s)

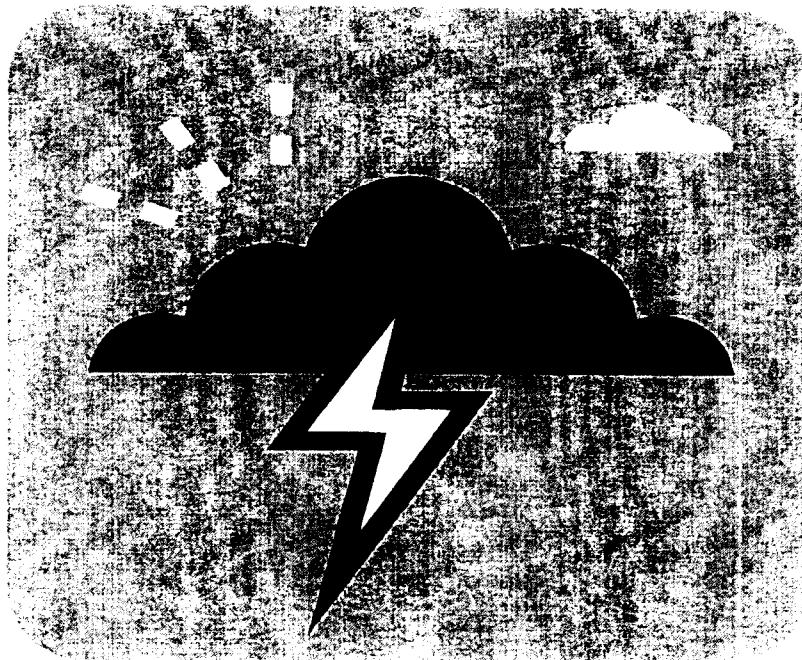
Kentucky Cabinet for Health and Family Services –“Child Abuse and Neglect Booklet”

U.S. Department of Health and Human Services, Children’s Bureau – Child Welfare Information Gateway www.childwelfare.gov

U.S. Department of Health and Human Services, Children’s Bureau- “Immunity for Reporters of Child Abuse and Neglect: Summary of State Laws Booklet”

Review Record

Reviewer:	Date:	Result: no change revise discar
Reviewer:	Date:	Result: no change revise discar
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Reviewer:	Date:	Result: no change revise discar
Reviewer:	Date:	Result: no change revise discar



**Lexington-Fayette Urban County Government
Division of Parks and Recreation**

The following policy is for all full-time and part-time Division of Parks and Recreation employees, including umpires, tennis instructors, playground directors, camp directors, pool managers, and on-site supervisors. All special interest groups using Division of Parks and Recreation facilities are also requested to adhere to this policy.

SEVERE WEATHER POLICY

The on-site supervisor must delay or cancel activity at the first sight or sound of lightning or thunder at the activity site. The site must be cleared immediately of all persons. If it is anticipated that the storm will pass, the activity may be resumed no sooner than thirty (30) minutes after the last sight of lightning or the last sound of thunder. If the severe weather is of great length or intensity, the on-site supervisor has the responsibility and authority to cancel the event. On-site supervisors are encouraged to learn the weather forecast prior to event time. Safety of the public is the most important factor in any decision.

HEAT ADVISORY

The temperature and humidity should be factored into the Heat Index Calculation and Chart and a determination made as to the Heat Index. If schools are utilizing digital sling psychrometer that calculates the Heat Index, that number may be used to apply to the regulation table.

If a reading is determined whereby activity is to be decreased (above 95 degrees Heat Index), then re-readings would be required every thirty (30) minutes to determine if further activity should be eliminated or preventative steps taken, or if an Increased level of activity can resume.

Using the following scale activity must be altered and / or eliminated based on this Heat Index as determined -

Under 95 degrees Heat Index

- > All sports
- > Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire.
- > Optional water breaks every 30 minutes for 10 minutes In duration
- > Ice-down towels for cooling
- >- Watch/monitor athletes carefully for necessary action.

95 degrees to 99 degrees heat index:

- > All sports
- > Provide ample amounts of water. This means that water should always be available and athletes should be able to take In as much water as they desire.
- > Mandatory water breaks every 30 minutes for 10 minutes In duration
- > Ice-down towels for cooling
- >-Watch/monitor athletes carefully for necessary action.
- > Contact sports and activities with additional equipment
- >- Helmets and other possible equipment removed while not Involved in contact.
- >Reduce time of outside activity .. Consider postponing practice to later in the day .
- > Re-check temperature and humidity every 30 minutes to monitor for increased Heat Index.

100 degrees to 104 degrees Heat Index

- > All sports
- >-Provide ample amounts of water. This means. that water should always be available and athletes should be able to take in as much water as they desire:
- >- Mandatory water breaks every 30 minutes for 10 minutes In duration
- >- Ice-down towels for cooling
- >- Watch/monitor athletes carefully for necessary action.
- >- Alter uniform by removing items If possible.
- >- Allow for changes to dry t-shirts and shorts.
- >- Reduce time of outside activity as well as indoor activity if air conditioning is unavailable.
- >-Postpone practice to later in day.

- > Contact sports and activities with additional equipment
- > Helmets and other possible equipment removed if not involved in contact or necessary for safety. If necessary for safety, suspend activity.

-> Re-check temperature and humidity every 30 minutes to monitor for Increased Heat Index.

Above 104 degrees Heat 0) All Sports

Index >- Stop all outside activity in practice and/or play, and stop all inside activity if air conditioning is unavailable.

This procedure is to be used until such time as the temperature is below 80 degrees as no combination of heat and humidity at that level will result in a need to curtail activity. The KHSAA will use September 15 as the standard

date for the return of the Heat Index forms but reminds its member schools that the monitoring shall continue until

such a time that no combination of heat and humidity at that level will result in a need to curtail activity.

SUMMARY

Though much more scientific information and other alternative methods for determining Heat Index and participation

restrictions are being studied, these initial steps should help ensure the health and safety of the participants in high

school sports. Adherence to these guidelines represents a conscious effort by the interscholastic community to

emphasize health and safety on a much higher level than any loss of competitive preparation. Any further revisions or

enhancements will be distributed to the members of the KHSAA.

**PARKS
& RECREATION
LEXINGTON, KY**

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator: Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director *J. Hancock*

Date: *5/5/2011*

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

Purpose

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities.

Scope

All Parks and Recreation leaders, participants and fans/spectators.

Policy

See attached policy

Resource(s)

Lexington-Fayette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managers/Deputy Directors	Date: 5/3/2011	Result: REVISED from original
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard
Reviewer:	Date:	Result: no change revise discard

PARKS & RECREATION LEXINGTON, KY

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social behavior at all Parks and Recreation events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals.

It is your responsibility as a participant, spectator, or leader to familiarize yourself with the Physical & Verbal Altercation Policy, which has been adopted by the Lexington Division of Parks & Recreation. Every event/activity has its own rules regarding sportsmanship: the purpose of the policy is to define sportsmanship expectations of our department and to serve above and beyond the rules of the event/activity.

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parks & Recreation at (859) 288-2900.

Jerry Hancock, Director
Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

Leaders:

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders to provide an example of self-control and integrity in the hopes that others follow their example. A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that Lexington Parks and Recreation sponsors.

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without taking a leadership or participant role in that particular event.

If one is suspended from one Parks and Recreation event/activity, they are also suspended from any other Parks and Recreation events/activities.

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditional, sportsmanship and acceptable social behavior at all events/activities. It is imperative that participants and spectators alike ensure an environment which will provide these ideals. Therefore, any unsportsmanlike conduct, including, but not limited to, fighting, verbal abuse or racial and gender epithets will not be tolerated at our events/activities.

1. Fighting

A hostile encounter with another party or parties, resulting in a physical struggle or contact, will be defined as a "fight." Fighting will not be tolerated on the part of any participant or spectator associated with Lexington Parks and Recreation events/activities.

A. Leaders

First Offense - Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

B. Participants

First Offense – (Adults: 18 & Over) Lifetime suspension as a leader or participant in LFUCG Division of Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

First Offense – (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

Second Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from all Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

C. Fans/Spectators

First Offense - One (1) year suspension as a fan/spectator and participant from Lexington Parks and Recreation events/activities from the date of the incident. Lifetime prohibition from a leadership role in Lexington Parks and Recreation events/activities.

Second Offense - Lifetime suspension as a fan/sponsor, participant and leader from all related Lexington Parks and Recreation events/activities from the date of incident.

2. Verbal Abuse

Lexington Parks and Recreation strives to create an environment that teaches individuals the art of good sportsmanship. Verbal abuse is defined as the intentional act of insulting another individual through oral measures with the aim of offending. If any abusive language or behavior is directed at others, those confrontational parties will be subject to the following disciplinary actions.

A. Leaders and/or Participants - (Adults: 18 & Over)

First Offense - One (1) year suspension as a leader, participant or fan/spectator from Lexington Parks and Recreation events/activities from the date of the incident.

Second Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

B. Leaders and/or Participants - (Youth: 17 & Under)

First Offense - Immediate suspension as a leader, participant and/or fan/spectator from event/activity and suspension from next scheduled program event/activity.

Second Offense - One (1) year suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities from the date of incident of the second offense.

Third Offense - Three (3) year suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in LFUCG Division of Parks and Recreation events/activities from date of incident.

3. Harassing Fans/Spectators

Harassment is defined as, but not limited to, abusive language, tormenting of participants, and the baiting of individuals. The following set of actions will be implemented against harassing fans/spectators:

First Offense - Immediate ejection and two suspensions from next scheduled program in that event/activity.

Second Offense - One (1) year suspension as a participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities. Lifetime prohibition from a leadership role in Lexington Parks and Recreation events/activities.

Third Offense - Lifetime suspension as a leader, participant, and/or fan/spectator.

4. Use of Racial and/or Gender Epithets

The Division of Parks and Recreation has zero-tolerance for any use of racial and/or gender epithets used in reference to an individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to the following disciplinary actions:

A. Leaders

First Offense - Lifetime suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan/spectator in Lexington Parks and Recreation events/activities from date of incident.

B. Participants

First Offense - (Adults: 18 & Over) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Second Offense - (Adults: 18 & Over) Lifetime suspension as a leader and/or participant from all Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

First Offense - (Youth: 17 & Under) Suspension from the next two (2) scheduled program events/activities.

Second Offense - (Youth: 17 & Under) One (1) year suspension as a leader, participant and/or fan/spectator from date of incident from Lexington Parks and Recreation events/activities.

Third Offense - (Youth: 17 & Under) Suspension as a leader, participant and/or fan/spectator from Lexington Parks and Recreation events/activities until the age of eighteen (18) or for one (1) year, whichever is greater.

5. Unsportsmanlike Conduct

Sportsmanship is defined as conduct becoming to a sportsman, such as fairness, courteous relations and acceptance of results. Lexington Parks and Recreation is promoting these ideals in its events/activities. The items listed in the above sections constitute conduct, justifying the noted penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may institute penalties for such behavior consistent with this policy. In determining whether an incident or unsportsmanlike conduct has occurred, the rules of that particular activity/event may be considered.

6. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refused to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials.

Individuals removed from the park or facility will be sent a notification letter stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the registered mailed letter to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the registered mailed letter. NO written statement will be considered in the investigation after the seven (7) days. After the statements are received, an investigation will be conducted and the Lexington Parks and Recreation will render judgment of the altercation within ten (10) working days from the statement deadline. A panel consisting of the division director/director's designee, program superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the investigation. During this investigation, the individual(s) accused will be suspended from all events/activities. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before the appeal review committee. All appeal decisions are final and are not subject to review.

If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Revised May 2011

Today's Date: 03/06/2012

The following billing structure will apply for **2017**: II. a.

NUMBER OF FIELDS	WITH LIGHTS	WITHOUT LIGHTS
• 1	\$100	\$75
• 2	\$180	\$140
• 3	\$275	\$200
• 4	\$375	\$275
• 5	\$455	\$340
• 6	\$550	\$400

The following billing structure will apply for **2018**:

NUMBER OF FIELDS	WITH LIGHTS	WITHOUT LIGHTS
• 1	\$120	\$90
• 2	\$216	\$168
• 3	\$330	\$240
• 4	\$450	\$330
• 5	\$545	\$408
• 6	\$660	\$480

Additional services/materials requested will be billed accordingly post event:

- Quickdry - \$10 per bag
- Linemarker - \$4.00 per bag
- Overtime labor - \$35 an hour
- Regular time labor - \$25 an hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415 INSURED National Softball Association P.O. Box 7 Nicholasville KY 40340	CONTACT NAME: PHONE (A/C, No. Ext): (800) 318-7709 FAX (A/C, No.): (708) 636-3915 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A Houston Casualty Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES **CERTIFICATE NUMBER:CL1732313187** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 3,000,000
	CLAIMS-MADE X OCCUR	X	17/7006175	01/01/2017	01/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 3,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						PARTICIPANT LEGAL LIAB \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
		DED RETENTIONS				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E L EACH ACCIDENT \$
	If yes describe under DESCRIPTION OF OPERATIONS below	N/A				E L DISEASE PER EMPLOYEE \$
						E L DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is named as additional insured with respects to the NSA sanctioned events.

CERTIFICATE HOLDER LFUCG Lexington Fayette Urban County Government 200 E Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____ <small>DATE: 03/23/2017</small>
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