

Lexington-Fayette Urban County Government
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40504

FACILITY USAGE AGREEMENT

This agreement is made and entered into between the Lexington-Fayette Urban County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507, and Southeastern Babe Ruth League, Inc. or its successor ("the League"), a Kentucky non-profit corporation with an address of 650 Southpoint Dr., for the **express purpose of providing the League with athletic facilities where they may host a youth sports program for the benefit of the youth of our community**. Should the League derive any profits from activities conducted or donations received during the term of this Agreement, as defined in Section IV below, such profits must be designated in one of the following ways and used for such purpose: (1) as proceeds to be used for a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used for the reduction of the League's existing debts; (3) as proceeds to be used for the improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) as proceeds to be donated to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to Darliene Haley, Recreation Manager, Division of Parks and Recreation at 545 North Upper Street, Lexington, Kentucky 40508, via electronic mail at dhaley@lexingtonky.gov, or via telephone at (859) 288-2921. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.

- k. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense involving illegal drugs within the last five (5) years;
 - iv. Any crime or offense of a violent nature within the last five (5) years;
 - v. More than one offense involving alcohol within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.
- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall remit to the Division of Parks and Recreation a fee equal to \$3.00 per player registered to participate in the League's Wee Ball and T-Ball programs and \$5.00 per player in all other age groupings, per season. Payment under this subsection shall be required at the conclusion of each season's registration period.

acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.

- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

- a. LFUCG hereby grants the League the right to use the following park(s) and field(s) at the times specified herein. Such park(s) and field(s) are collectively referred to herein as "the Facilities." Provided, however, that nothing shall prevent LFUCG from requiring the League to vacate or abstain from entering upon the facilities at any time.

EXCEPTION(S)

SECR will be responsible for removing the kite in the fall and reinstalling in the spring according to the dates recommended by the manufacturer. The cost of this will be paid for by SECR, with a quote provided by Bluegrass Recreation Sales and Installation of \$300 per move. SECR will be responsible for passing on the requirements of future SECR leadership.

In effort to be good neighbors with surrounding residents the Batting Cages hours are 8:00AM-10:00PM.

Name of League: Southeastern Babe Ruth League, Inc.

Name of Park(s): Veterans Park

Length of Fall Contract: From August 20, 2019 To October 18, 2019

Times (Daily Schedule) Field # 1

Monday From 3:00PM To 11:00PM
Tuesday From 3:00PM To 11:00PM
Wednesday From 3:00PM To 11:00PM
Thursday From 3:00PM To 11:00PM
Friday From 3:00PM To 11:00PM
Saturday From 8:00AM To 11:00PM
Sunday From 1:00PM To 11:00PM

Times (Daily Schedule) Field # 2

Monday From 3:00PM To Dark
Tuesday From 3:00PM To Dark
Wednesday From 3:00PM To Dark
Thursday From 3:00PM To Dark
Friday From 3:00PM To Dark
Saturday From 8:00AM To Dark
Sunday From 1:00PM To Dark

Times (Daily Schedule) Field # 3

Monday From _____ To _____
Tuesday From _____ To _____
Wednesday From _____ To _____
Thursday From _____ To _____
Friday From _____ To _____
Saturday From _____ To _____
Sunday From _____ To _____

Times (Daily Schedule) Field # 4

Monday From _____ To _____
Tuesday From _____ To _____
Wednesday From _____ To _____
Thursday From _____ To _____
Friday From _____ To _____
Saturday From _____ To _____
Sunday From _____ To _____

Times (Daily Schedule) Field # 5

Monday From _____ To _____
Tuesday From _____ To _____
Wednesday From _____ To _____
Thursday From _____ To _____
Friday From _____ To _____
Saturday From _____ To _____
Sunday From _____ To _____

Times (Daily Schedule) Field # 6

Monday From _____ To _____
Tuesday From _____ To _____
Wednesday From _____ To _____
Thursday From _____ To _____
Friday From _____ To _____
Saturday From _____ To _____
Sunday From _____ To _____

- b. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.
- c. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- d. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- e. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell

- i. Bases, home plates, pitching plates, and base pegs
 - ii. Refuse collection and grounds pick-up
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences, scoreboards, and irrigation systems
 - v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
- g. The League shall provide the following maintenance services for the Facilities:
- i. Dragging and marking game fields
 - ii. Cutting, edging, and trimming grass within game fields
 - iii. Providing marking dust and quick dry
 - iv. Performing turf repairs within game fields
 - v. Aerating within game fields

VII. MODIFICATION AND TERMINATION

- a. This agreement may only be modified by a writing signed by the League President, the Director of the Division of Parks and Recreation for LFUCG, and the Commissioner of General Services for LFUCG.
- b. Should the League breach any portion of this Agreement, LFUCG shall have the option, in its sole discretion, to declare the Agreement null and void in its entirety. Should the League breach this Agreement in any manner that damages the Facilities, the League shall be liable to LFUCG for the cost of having the damage repaired.

VIII. MISCELLANEOUS

- 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. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. 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.
- f. 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

Appendix A

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
 469 Parkway Drive Lexington, KY 40504

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

DIVISION & GENDER REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than two weeks before Opening Day of season.

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Division _____ Participant Age _____ Number of Teams in Division _____

Opening Day _____ Playing Location(s) _____

Length of Game _____ Number of Season Games _____ Tournament Games _____

Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____

Total Number of Participants _____ / Male Participants _____ Female Participants _____

Cost per Game										
Officials			Scorekeepers			Balls			Total Cost per Game	Cost per Participant
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost		

Please complete additional sheets as needed to provide information for all divisions.

**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 *JH Hancock*

Date: *6/5/2011*

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

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.

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:

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 representative; the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals 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.

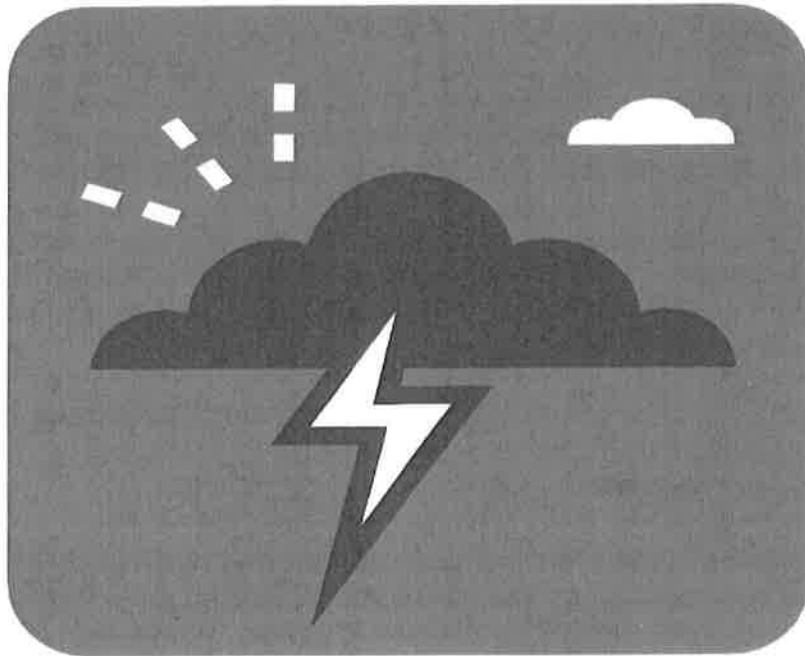
All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 288-2963 and/or email Deputy Director of Parks ccooperrider@lexingtonky.gov. Child abuse investigations will be conducted by police 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.kv.gov/nr/rdonlyres/0984fd14-a494-4055-9c10-98cdd433f8c9/0/childabuseandneglectbooklet.r>

Appendix E



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.

- > 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.