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
Western Little League ("the League"), a Kentucky non-profit corporation
with an address of 2000 Parkers Mill Rd, 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

A BOOK OF THE REAL PROPERTY.

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically 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

Western Little League)

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.

	At Cardinal Run Park
Name of League: Western Little League	T GITTE
Name of Park(s): Cardinal Run Park/ Wolf Run Park	NSA Tournament June 17-18 Fields 2 & 6
Name/location of Field # 1:Cardinal Run Field 1	NSA Tournament June 24-25 Fields
Name/location of Field # 2:Cardinal Run Field 5	2 & 6
Name/location of Field # 3: Cardinal Run 2 (shared with Southwest Pony)	NSA Tournament July 29-30 Fields 2
Name/location of Field # 4: Wolf Run Major League Field	& 6 NSA Tournament
Name/location of Field # 5: Wolf Run Minor League Field	August 26-27 Fields 2 & 6
Name/location of Field # 6: Wolf Run T-Ball Field	
Name/location of Field #7: Cardinal Run Field 6 (shared with Bluegrass Fas	BGSG TBD

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Length of Spring Contract: From March 1, 2017 To July 31, 2017
                                                 Times (Daily Schedule) Fleid # 2
Times (Daily Schedule) Field # 1
                                       Monday
                                                  From 3:00PM To 11:00PM
Monday
          From 3:00PM
                       To 11:00PM
                       To_11:00PM
                                       Tuesday
                                                  From 3:00PM To 11:00PM
Tuesday
          From 3:00PM
                                       Wednesday From 3:00PM To 11:00PM
Wednesday From 3:00PM
                       To 11:00PM
Thursday
                                                  From 3:00PM
                                                               To 11:00PM
                                       Thursday
          From <u>3:00PM</u>
                       To 11:00PM
Friday
          From 3:00PM
                       To 11:00PM
                                       Friday
                                                  From 3:00PM To 11:00PM
Saturday
          From 8:00AM To 11:00PM
                                       Saturday
                                                  From 8:00AM To 11:00PM
                                                  From 1:00PM To 11:00PM
                                       Sunday
Sunday
          From 1:00PM To 11:00PM
                                                 Times (Daily Schedule) Field # 4
Times (Dally Schedule) Field # 3
          From 3:00PM To 11:00PM
                                       Monday
                                                  From 3:00PM To Dark
Monday
                                       Tuesday
                                                  From 3:00PM To Dark
                       To 11:00PM
Tuesday
          From 3:00PM
Wednesday From 3:00PM
                       To 11:00PM
                                       Wednesday From 3:00PM To Dark
          From 3:00PM
                                       Thursday
                                                  From 3:00PM To Dark
Thursday
                       To 11:00PM
                                                  From 3:00PM To Dark
Friday
                       To 11:00PM
                                       Friday
          From 3:00PM
Saturday
          From 8:00AM To 11:00PM
                                       Saturday
                                                  From 8:00AM To Dark
                                       Sunday
                                                  From 1:00PM To Dark
Sunday
          From 1:00PM To 11:00PM
                                                  Times (Daily Schedule) Field # 6
Times (Daily Schedule) Field # 5
                                       Monday
                                                  From 3:00PM To Dark
Monday
          From 3:00PM To Dark
                                                  From 3:00PM To Dark
Tuesday
          From 3:00PM
                       To Dark
                                       Tuesday
                       To Dark
                                       Wednesday From 3:00PM To Dark
Wednesday From 3:00PM
                                       Thursday
                                                  From 3:00PM To Dark
Thursday
          From 3:00PM
                       To Dark
                                                  From 3:00PM To Dark
Friday
          From_3:00PM
                       To Dark
                                       Friday
                                       Saturday
                                                  From 8:00AM
Saturday
                                                               To Dark
          From 8:00AM
                       _To<u>Dark</u>
                                       Sunday
                                                  From 1:00PM To Dark
Sunday
          From 1:00PM To Dark
Times (Daily Schedule) Field # 7
          From 3:00PM To Dark
Monday
                       To Dark
Tuesday
          From 3:00PM
Wednesday From 3:00PM
                       To <u>Dark</u>
Thursday
          From 3:00PM
                       To Dark
Friday
          From 3:00PM
                       To Dark
                       To Dark
          From 8:00AM
Saturday
Sunday
          From 1:00PM To Dark
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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.

Name of League: ______ Western Little League NSA Tournament June 17-18 Fields 2 86 Name of Park(s): _____ Cardinal Run Park/ Wolf Run Park NSA Tournament June 24-25 Fields 2 Name/location of Field # 1: ___Cardinal Run Field 1 & 6 **NSA Tournament** Name/location of Field # 2: Cardinal Run Field 5 July 29-30 Fields 2 & 6 Name/location of Field # 3: Cardinal Run 2 (shared with Southwest Pony) NSA Tournament August 26-27 Fields Name/location of Field # 4: Wolf Run Maior League Field 2 & 6 Name/location of Field # 5: Wolf Run Minor League Field **BGSG TBD** Name/location of Field # 6: Wolf Run T-Ball Field Name/location of Field #7: Cardinal Run Field 6 (shared with Bluegrass Fastpitch & Western Little League)

EXCEPTION(S)
At Cardinal Run

Park

Length ofFall Contract: From _	August 14, 2017 To October 23, 2017						
Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field # 2							
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	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 (Dally Schedule) Field # 3	Times (Daily Schedule) Field # 4						
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	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 # 5	Times (Dally Schedule) Field # 6						
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	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 (Dally Schedule) Field # 7

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

- c. 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.
- d. 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.
- e. 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.
- f. 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 phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to

hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - 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 as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

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JIM GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	LEAGUE PRESIDE	3 40	Name)
2/15/17	STREET ADDRES	is 14	40504
DATE	CITY	STATE	ZIP CODE

0-1

859-489-8	
WORK PHONE	HOME PHONE
president	DWILDS.com
E-MAIL ADDRESS	
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LEAGUE PRESIDENT	SIGNATURE
2/15	/n
DATE	

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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 Costper Rate Total Cost Rate Total Cost # Unit Cost Total Cost per Game **Participant** 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 Bells Total Cost Costper # Rate Total Cost Rate Total Cost Unit Cost Total Cost per Game **Participant** Division _____ Participant Age _____ Number of Teams in Division _____ Opening Day Playing Location(s) Length of Game _____ Number of Season Games ____ Tournament Games ____

						_			Participants	
	000	C1.		D. College		per G	ame			
	Offic			Scoreke	sebeaz	Balls		Total Cost	Court	
#	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost	per Game	Cost per Participan
						-			- F	A ALL ULAPAN

Registration Fee ____ Booster Fee ____ Other Participant Cost/Obligation __

Appendix B

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

Re	porting Year
	Spring Season
	Summer Season
\Box	Fall Season

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

after the conclusion of league play. Supporting document	ation should also be submitted.
League Name	
Total Number of League Participants	
Number of Scholarships Awarded	Cost of Scholarships Awarded
Total Number of Games (Season & Tourna	ments)
Anticipated Annual League Budget	
League Asset Balance a	Beginning of Season:
League Income	
Registration Fees (Sum of All Divisions):	
Booster Fees (Sum of All Divisions):	
Concession Revenue:	
Fundraising Revenue: .	
Donations/Scholarships:	
Other /:	
Other/:	
Other /:	
	Total Income:
League Expense (Attach Supporting Docum Note: Receipts for expenditures must be kept for 5 year	nentation) rs. Photocopies of receipts must be made available upon request.
League Concession Expenses/Season:	
Fundraising Expenses:	
Paid Staff/	
Other / :	
Other/	
Other/	
Other/	
Other/	
	Total Expense:
Current I	
	League Asset Balance:
League President:	_
Report Submitted by:	Date Submitted:

Appendix C

& REGREATION LEXINGTON, KY Policy Number:

Policy: Physical and Verbal Altercation

Page: 1 of 4

Originator: Chuck Ellis

Authorized by: Jerry Hancock, Director JEHenewalt

Date: Date:

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

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-Payette Urban County Government Division of Parks and Recreation

Review Record

Reviewer: Director/Superintendent/Managera/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 & Rechestion 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 allike 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.

Jeany Hanoock, 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.

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 LPUCG 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 Appendix D

PARIOS STREGHALAVION PARIOS PONEIX

Policy: Participant Protection

Policy Number: 1.4.1-2012

Page:

1 of 4

Originator:

Chris Cooperrider

Date: 6/28/2012

Authorized by:

Date:

We Like State State

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.

Scone

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 expanience for youths, some may seek to take advantage of a child's must and use their position for purposes that can derrage a child's positive developmental experience. All persons on LFUCG property or parks as in LFUCG recreational programs spensored by the Division of Parks and Recreation are to comply with this policy.

Rolley

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. LFIJCG Division of Parks and Recreation will not tolerate or condens 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 perticipants to their home

without permission of a parent or guardian.

 Should travel occur, all room cheeks, 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 imperopriate nature. Horseplay, rough housing should be avoided.
- 11. Youth participants should have a "buildy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a perent or guardian is not available. Buildy 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 pariner 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. Altegations of child abuse or negicot should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juverille 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 of its designated representative; the commonwealth's attorney or the county attorney by telephone or oftenwise. Certain professionals such as leadingate personnel, child care personnel, and peace officers have a further duty to report.

If you trink the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection tigiline at 1-877-597-2331 or another agency as kignified shows.

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) 255-2953 and/or small Deputy Director of Parks at condended by police and/or social service professional. The Division of Perks 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, attlibutes concerning parenting and professional training contribute to an individual's definition. Community acceptable definitions are: Abuse is an act of community 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 on whether a specific incident must be reported. ICRS 626.050(1) states that persons acting in good faith have civil and trioninal immunity from prosecution making a report or assisting legal authorities. Failing to report or faisely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neglect boolder to help with additional questions that is available on line:

his://chfs.ky.cov/prigoon/wee/consider/a-wisy-4055-9c-iC-e8e-plassification-beautification-kie-par



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

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

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 Northern Cal Ripken ("the League"), a Kentucky non-profit corporation with an address of _____ 612 Bryanwood Pkwy , 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 sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, Pepsl-Cola Bottling Company of Lexington, Inc. No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically 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.

Name of League:	Northern Cal Ripken	EXCEPTION(S)
Name of Park(s): Kenawood	Park/ Marlboro Park/ Mary Todd Park	
Name/location of Field # 1:	Kenawood Field 1	
Name/location of Field # 2:	Kenawood Field 2	
Name/location of Field # 3:	Kenawood Field 3	
Name/location of Field # 4:	Marlboro Field	
Name/location of Field # 5:	Mary Todd Field	
Name/location of Field # 6:		

Length of <u>Spring</u> Contract: From	m <u>March 1, 2017</u> To <u>July 31, 2017</u>
Times (Daily Schedule) Field # 1	Times (Daily Schedule) Field # 2
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	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	Times (Daily Schedule) Field # 4
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	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 (Dally Schedule) Field # 5	Times (Daily Schedule) Field # 6
make up days for rain outs, etc.) to the first game. Should the League provide LFUCG with notice of the	Monday From To Tuesday From To Wednesday From To Thursday From To Friday From To Saturday From To Sunday From T
Name of League: Northe	ern Cal Ripken EXCEPTION(S)
Name of Park(s): Kenawood Pa	ark/ Marlboro Park/ Mary Todd Park
Name/location of Field # 1:	Kenawood Field 1
Name/location of Field # 2:	Kenawood Field 2
Name/location of Field # 3:	Kenawood Field 3
Name/location of Field # 4:	Marlboro Field
Name/location of Field # 5:	Mary Todd Field
Name/location of Field # 6:	

3 (A)

Length of	Fall Co	ntract: From _	August 14,	2017	To _	October	23,	<u> 2017</u>
Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field # 1								<u>‡ 2</u>
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_ From_ From_ From_	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To <u>Dark</u>		
Times (Dail	<u>y Schedule) Field</u>	1#3		Times	(Dally Sc	<u>hedule) F</u>	leld #	<u>‡ 4</u>
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To Dark To Dark To Dark To Dark To Dark To Dark To Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_ From_ From_ From_ From_	3:00PM 3:00PM 8:00AM	To <u>Dark</u>		
Times (Daily	v Schedule) Field	1 # 5		Times	(Daily Sc	:hedule) F	ield #	<u> </u>
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM	To To To <u>Dark</u> To <u>Dark</u> To <u>Dark</u> To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_ From_ From_ From_ From_ From		To T		
Juliuay	From	10	Juliuay	TOHE		10		

- c. 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
- d. 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.
- e. 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.
- f. 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

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- 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

as if such unenforceable or inapplicable provision had never been contained herein.

g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.

h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	LEAGUE PRESIDENT (Print or Type Name) 674 MINT HILL LN				
	STREET ADDRESS LEXINGTON KY 40509				
DATE	CITY STATE ZIP CODE 859-619-7234				
	WORK PHONE HOME PHONE TO SELLS HOWSES @GMAIL.COM				
	E-MAIL ADDRESS LEAGUE PRESIDENT SIGNATURE				
	2-15-17 DATE				

X:\Cases\GENERAL\17-CC0063\CONT\00561954.DOC

Appendix A

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

Re	porting Year	
	Spring Season	
Ü	Summer Season	
	Fall Season	

DIVISION & GENDER REPORT

	L	eague Nam	e:					Number of]	Divisions	
Division Opening Day Length of Game										
		_ 1	Playing Location(s) Number of Season Games Tournament Games							
		_ N								
		Booster Fee Other Participant Cost/Obligation								
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Appendix B

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

Re	porting Year
	Spring Season
	Summer Season
\Box	Fall Season

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name	atalion should size de submitted.
Total Number of League Participants	
	Cost of Scholarships Awarded
Total Number of Games (Season & Tourn	cost of Scholarships Awarded
Anticipated Annual League Budget	
	at Beginning of Season:
League Income	at Degining of Season;
Registration Fees (Sum of All Divisions):	
Booster Fees (Sum of All Divisions):	
Concession Revenue:	
Fundraising Revenue:	
Donations/Scholarships:	
Other /:	
Other /	
Other /	
League Expense (Attach Supporting Docum Note: Receipts for expenditures must be kept for 5 year League Concession Expenses/Season:	Total Income: nentation) ars. Photocopies of receipts must be made available upon request.
Fundraising Expenses:	
Paid Staff/	
Other /	
Other /	
Other /	
	Total Expense:
Current I	eague Asset Balance:
League President:	
Report Submitted by:	
	Date Submitted:

Appendix C

CONTRACTOR AND ON LEXINGTON, KY Policy Number:

Policy: Physical and Verbal Altercation

Page: 1 of 4

Originator:

Chuck Ellis

Date:

Authorized by: Jerry Hancock, Director JEHancock

Date:

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

Roviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

PARKS & RECREATION LEXINGTON, EX

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. Flighting

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

A. <u>Leaders</u>

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.

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. <u>Leaders</u>

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) Lifethme 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.

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 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 Appendix D

LEXINGTON, KI

Policy: Participant Protection

Policy Number: 1.4.1-2012

1 of 4

Originator:

Chris Cooperrider

Date: 6/28/2012

Authorized by:

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Putpose

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 acads and to recognize the valuer shilling of childhood. It is the responsibility of all achies 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, voluntaers, and chaperones are in positions of authority and trust. While the majority of adults suck 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 our damage a child's positive developmental experience. All persons on LFUCG property or parks or in LPUCG recreational programs snonsored by the Division of Parks and Recreation are to comply with this policy.

Peller

To safeguard athletes and program participants, the Division of Parks and Recreation requires. background chacks on all employees, officials, and coaches in LPUCG 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 of 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. LFUCCI Division of Parks and Recreation will not tolerate or condens 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 perticipants to their home

without permission of a parent or guardian.

 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 "tuddy 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 harasament 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 Juverille Code KRS 820.040(6)(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 witten report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative; the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as healthcare personnel, child care personnel, and piesoe officers have a further duty to report.

If you think the child is in imminent danger or is in read of immediate protection call 911, otherwise call the child protection facilities 1-277-527-2257 or another agency as identified above.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and elimic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Community acceptable definitions are: Abuse is an act of community 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 holline for help on 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 easisting legal authorities. Failing to report or falsely reporting child alause can result in criminal charges. This Commonwealth of Kentucky has provided a child alause and neglect to help with additional questions that is available on line:

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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.

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 Lexington Fast-Pitch Softball ("the League"), a Kentucky non-profit corporation with an address of 1670 Old Paris Rd. 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

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, Pepsi-Cola Bottling Company of Lexington, Inc. No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to vold this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

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. Fallure 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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
 - c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
 - d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically 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.

Name of League: <u>Lexington Fast-pitch Softball</u>	EXCEPTION(S)
Name of Park(s): Constitution Park	
Name/location of Field # 1: Constitution Field # 1	
Name/location of Field # 2: Constitution Field # 2	
Name/location of Field # 3:	
Name/location of Field # 4:	
Name/location of Field # 5:	
Name/location of Field # 6:	

Length of	Spring C	ontract: From	March 1	<u>, 2017</u> To _	July 31, 2017
Times (Dal	y Schedule) Field	d # 1		Times (Daily Sc	hedule) Field # 2
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00PM From 1:00PM	To 11:00PM
Times (Dail	<u>v Schedule) Fiel</u>	<u>1 # 3</u>		Times (Daily Sc	<u>hedule) Field # 4</u>
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_From	To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From From	To To To To To To To
Times (Dail	<u>y Schedule) Flek</u>	<u>1 # 5</u>		Times (Daily Sc	hedule) Field # 6
Monday Tuesday Wednesday Thursday Friday Saturday Sunday		To To To To To To	Monday Tuesday Wednesday Thursday Friday Saturday 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.

Name of League:	Lexington Fast-pitch Softball
Name of Park(s):	Constitution Park
Name/location of Field # 1:	Constitution Field # 1
Name/location of Field # 2:	Constitution Field #2
Name/location of Field # 3:	
Name/location of Field # 4:	
Name/location of Field # 5:	
Name/location of Field # 6:	



Length of	Fall Co	ntract: From _	August 14,	<u>2017</u> To	October 23, 2017
Times (Dall	y Schedule) Field	d # 1		Times (Daily So	thedule) Field # 2
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM To 11:00PM
Times (Dail	<u>y Schedule) Fiel</u>	d # 3		Times (Dally So	<u>:hedule) Field # 4</u>
Monday	From	To	Monday	From	То
Tuesday	From	То	Tuesday	From	То
Wednesday	From	_To	Wednesday	From	То
Thursday	From	То	Thursday	From	То
Friday	From	To	Friday	From	То
Saturday	From	_To	Saturday	From	То
Sunday	From	То	Sunday	From	_To
Times (Dall	<u>y Schedule) Fiel</u>	d # 5		Times (Dally So	hedule) Field # 6
Monday	From	То	Monday	From_	То
Tuesday	From	_To	Tuesday	From	То
Wednesday	From	То	Wednesday	From	То
Thursday	From	_To	Thursday	From	То
Friday	From	_To	Friday	From	То
Saturday	From	То	Saturday	From	То
Sunday	From	То	Sunday	From	To

- c. 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.
- d. 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.
- e. 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.
- f. 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

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- 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

as if such unenforceable or inapplicable provision had never been contained herein.

- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

	Karen Francis
JIM GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVE	ERNMENT LEAGUE PRESIDENT (Print or Type Name) STREET ADDRESS LEXINGTON K. J. 40505
DATE Gra Cox th 50	CITY STATE ZIP CODE
	LEAGUE PRESIDENT SIGNATURE 2/17/17 DATE

X:\Cases\GENERAL\17-CC0063\CONT\00561954.DOC

Appendix A

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

Re	porting Year
	Spring Season
	Summer Season
	Fali Season
_	

DIVISION & GENDER REPORT

	L	eague Nam	e:				100	Number of	Divisions		
Divi	sion			Pa	articipant A	\ge_	N	umber of Te	ams in Divis	ion	
Op	ening	Day	_ I	Playing	Location(s	a)					
Le	agth of	Game	N	lumber	of Season	Gam	ee r	Fournament	O		
Re	gistrat	on Fee		Booster	Ree	Oth	or Double	ant Cost/Ob	Games	~	
To	tal Nu	—— nher of Par	— -	omés	(7.5)	. –	er Particip	ant Cost/Ob	ligation		
		Liber of 1 At	петра	ants	/ Ma	le Pai	rticipants_	Female	Participant	ts	
		iciale			Cos	t per (
#	Rate		#	Rate	Total Cost	ш	Bal		Total Cost	Costper	
			-	Auto	TOTAL COST	#	Unit Cost	Total Cost	per Game	Participan	
Ope Len Reg	ening I gth of istratio	и гее	P. No.	laying] umber ooster]	Location(s) of Season (Fee	Game Othe	s T	mber of Tea ournament ant Cost/Obl Female	Games	-	
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Ope Len Reg	ening I gth of istrational Num	Day Game On Fee Ober of Part	P. No.	laying] umber ooster]	Location(s) of Season (Fee/ Male Cost	Game Othe e Par	s T er Participa ticipants_ tame Bals	ournament ournament ournament of the control of the	Gamesigation Participants Total Cost	Cost per	
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Appendix B

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

Re	porting Year
	Spring Season
	Summer Season
\Box	Fall Season

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

10131 Number of League Doubleing-4-	
Total Number of League Participants	
Total Number of Comes (Second 8 77)	Cost of Scholarships Awarded
Total Number of Games (Season & Tourn	laments)
Anticipated Annual League Budget	
League Asset Balance League Income	at Beginning of Season:
•	
Registration Fees (Sum of All Divisions):	
Booster Fees (Sum of All Divisions):	
Concession Revenue:	
Fundraising Revenue:	
Donations/Scholarships:	
Other /:	
Other/	
Other /:	
	Total Income:
League Expense (Attach Samuel	Total Income:
League Expense (Attach Supporting Docum Note: Receipts for expenditures must be kept for 5 year	
League Expense (Attach Supporting Docum Note: Receipts for expenditures must be kept for 5 year League Concession Expenses/Season:	Total Income: nentation) ars. Photocopies of receipts must be made available upon request
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Appendix C

& RECEIVED ATTOM LEXINGTON. KY Policy Number:

Policy: Physical and Verbal Altercation

Page: 1 of 4

Originator:

Chuck Ellis

Date: 2001

Authorized by: Jerry Hancock, Director JEHenesk

Date:

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/Managera/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

& RECREATION LEXINGTON, EY

Dear Participant / Speciator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportsmanship and acceptable social beliavior 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, speciator, 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 bolich is to degue shortsmanship expectations of our department and to serve above and pelong 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 & Jerry Hancock, Director

Lexington-Payette Urban County Government Division of Parks & Recreation 469 Parkway Drivo Lexington, KY 40504 (859) 288-2900

Physical & Verbal Altercation Policy

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.

A participant is an individual, other than a leader or a fan/spectator, who takes an active part in events/activities that

Fans/Spectators:

A fan/spectator is an individual who participates in Parks and Recreation events/activities by demonstrating support without

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

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 speciators 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

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

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.

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 individual's race, color, gender, or sexual orientation. Any person(s) found to have used such epithets will be subject to if

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 o

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

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

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 noised penalty and representing unsportsmanlike conduct. Should any unsportsmanlike conduct occur, not specifically addressed in the provious 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 unsportamentike 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 Revised May 2011

Today's Date: 09/06/2012

Appendix D

LEXINGTON, KY

Policy: Participant Protection

Policy Mumber: 1.4.1-2012

1 of 4

Originator:

Chris Cooperrider

Authorized by

Dete: 6/28/2012

References: Policies CAPRA 1.4.1

Date

Revision Date:

Revision Date:

Revision Date:

Purpose

Young ablietes 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 volumeabilities 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 control environment.

Scone.

Coaches, officials, staff, parks camployees, 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 must and use their position for purposes that can demage a child's positive developmental experience. All persons on LFUCG property or parks or in LFUCG recreational programs sponsoned by the Division of Parks and Recabation are to comply with this policy. Poller

To safeguard athletes and program participants, the Division of Packs and Recreation requires background checks on all employees, officials, and coaches in LPUCG 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, estimicity, 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 humits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, teenager, or other child. LFUCO Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Poderal 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

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.

 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 grandian 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 harasament 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 820.040(5)(c) & KRS 820.030 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 lew enforcement agency or the Kentucky State Police, the Cabinet or its designated representative; the commonwealth's attorney or the county afterney 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 of is in read of immediate protection call 911, otherwise call the child protection hother at 1-677-587-2837 or another agency as identified above.

All reports of child abuse dicturing on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 298-2963 and/or email Deputy Director of Parks at conducted by police and/or social service professional. The Division of Perks 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. Commonly acceptable definitions are: Abuse is an act of commission and neglect is an act of omission.

If you have any doubt as to the velidity of abuse or neglect; you should call the shild protection hoffine for help on whether a specific incident must be reported. ICRS 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 reporting 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://chile.kv.cov/pdfcconlvras/3984fd14-a484-4055-5c10-38cdt433f8c9f0/childabuseandrisplectbooklet.pdf



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.

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

FACILITY USAGE AGREEMENT

deposited in the General Fund. as proceeds to be donated to the Lexington-Fayette-Urban County Government and improvement of facilities managed by LFUCG, Division of Parks and Recreation; or (4) for the reduction of the League's existing debts; (3) as proceeds to be used for the a future youth sports program in Lexington-Fayette County; (2) as proceeds to be used in one of the following ways and used for such purpose: (1) as proceeds to be used for term of this Agreement, as defined in Section IV below, such profits must be designated the League derive any profits from activities conducted or donations received during the a youth sports program for the benefit of the youth of our community. Should purpose of providing the League with athletic facilities where they may host corporation with an address of 2000 Parkers Mill Rd. , for the express __("the League"), a Kentucky non-profit Southwest Lexington Pony Baseball with an address of 200 East Main Street, Lexington, Kentucky 40507, and County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A, This agreement is made and entered into between the Lexington-Fayette Urban

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

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then

issue a written decision as to whether an exception will be permitted.

b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex,

religion, or disability.

The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repaining any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.

d. All checks written by, or on behalf of, the League, which draw on funds held
by the League, shall be signed by two (2) of the League's board members,
which two (2) board members shall not be related.

e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the

amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged. The League shall include the LFUCG, Division of Parks and Recreation Logo in

f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.

9. The League shall abide by all local, state, and federal laws and regulations.

h. If the Lesgue wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG deny, the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.

The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, Pepsl-products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.

The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

to make any and all adjustments necessary to comply with applicable health codes, other than those that would require 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 conserior structural changes are necessary.

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

obersting 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 quilty plear.

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; N 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.

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 Lesgue shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.

later than one (1) month after the end of each season.

b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filling the form with the IRS, but no later than April 15 of

the tax year covering the season.

C. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the

Lesgue's first game of the season. Participants' names are not required.

The Lesgue shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all Lesgue participants and volunteers. In the spectators, coaches, etc., the Lesgue shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The Lesgue shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators attachments from all individuals involved in the incident and from spectators secured will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or events that are sponsored by LFUCG, or take place on property owned or

managed by LFUCG.

e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute conjection of Participant Protection Policy, attached hereto as Appendix D, and shall distribute conjection of Participant Protection Policy, attached hereto as Appendix D.

distribute copies of such to all League participants and volunteers.

The League shall fully comply with the Division of Parks and Recreation's Severe Mostber Polisy.

Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

its insurance policy, showing LFUCG as an additional insured. acceptable. The League shall submit to LFUCG a certificate of insurance for by the most current Best's Key Rating Guide, shall be deemed automatically Excellent (A or A-) and a financial size category of no less than VIII, as defined Insurance placed with insurers with a rating classification of no less than by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. required policies are canceled or non-renewed. Said coverage shall be written notice via certified mail, return receipt requested, in the event any of the retained by LFUCG. LFUCG shall be provided at least 30 days advance written General Liability Policy shall be primary to any insurance or self-insurance shall name LFUCG as an additional insured in the General Liability Policy. The which may arise from or in connection with the League's activities. The League to protect LFUCG against claims for injuries to persons or damages to property occurrence, \$2 million aggregate, or \$2 million combined single limit in order General Liability insurance with a limit of no less than \$1 million per 3. The League shall procure and maintain for the duration of this contract

b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

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

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.

Fastpitch & Western Little League) Name/location of Field # 6: Cardinal Run Field 6 (shared w/ Bluegrad BGSG TBD Mary Todd Fleld Name/location of Field # 5: 286 August 26-27 Fields Garden Springs Field Name/location of Field # 4: InsmemuoT ASM Name/location of Field # 3: Cardinal Run Field 2 (shared w/Western) July 29-30 Fleids 2 InemamuoT ASM Cardinal Run Field 4 Name/location of Field # 2: June 24-25 Fields 2 Cardinal Run Field 3 Name/location of Field # 1: InsmannoT A&N Name of Park(s): Cardinal Run/ Garden Springs Park/ Mary Todd S ablei 781-71 enut InememuoT ASM Southwest Lexington Pony Baseball Name of League: Park At Cerdinal Run EXCEPTION(S)

le of its regular season games (to include	b. The League shall submit a schedu
Monday From 3:00PM To Dark Tuesday From 3:00PM To Dark Wednesday From 3:00PM To Dark Thursday From 3:00PM To Dark From 3:00PM To Dark From 3:00PM To Dark Saturday From 8:00PM To Dark Saturday From 1:00PM	Monday kebond Ashonday world world western and western and western world
Times (Daily Schedule) Field # 6	Times (Daily Schedule) Field # 5
Monday From 3:00PM To Dark Thursday From 3:00PM To Dark	Times (Dally Schedule) Field # 3 Monday From 3:00PM To 11:00PM To 11:00PM To 11:00PM From 3:00PM From 3:00PM To 11:00PM From 3:00PM
Monday From 3:00PM To 11:00PM Tuesday From 3:00PM To 11:00PM Thursday From 3:00PM To 11:00PM Thursday From 3:00PM To 11:00PM Friday Frid	Length of Spring Contract: From Monday From 3:00PM To 11:00PM

b. The Lesgue 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 Lesgue 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 Lesgue provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

BGSG TBD	Cardinal Run Field 6 (shared w/ Bluegrass	:5 #	; bleiA	To noi	ame/local	5
August 26-27 Fields 2 & 6	Garden Springs Field	:৮#	: bləi7	tion of	eme/local	3
8.8 sinement ASM	Cardinal Run Field 2 (shared w/Western)	∶ € #	Field:	tion of	eme/local	21
July 29-30 Fields 2	Cardinal Run Field 4	: Z #	Field	tion of	sme/loca	;
8.8 tnemernuoT ASM	Cardinal Run Field 3	:1 #	bl9i7	tion of	ene/loca	<u> </u>
8.8 Juernsmuot ASM shield Signal ableiq 35-45 enut	Runt Garden Springs Park	lenib	Card	grk(s):	ame of Pa	<u>'</u>
inemismuoT ASM S ablei 181-71 enul	outhwest Lexington Pony Baseball	S		:ənbeə	sme of L	!N
ISNOTE DXE						

Sunday From 1:00PM To Dark Yebnus OT From Saturday From 8:00AM To Dark Saturday From_ OT Friday From 3:00PM To Dark Friday oΤ, From, Thursday From 3:00PM To Dark Thursday Wednesday From_ OT. Wednesday From 3:00PM To Dark OT From **Vebseu**T From 3:00PM To Dark Tuesday OT From Monday From 3:00PM To Dark Monday Times (Dally Schedule) Field # 6 Times (Dally Schedule) Field # 5 From 1:00PM To Dark Sunday M900:11 oT M900:1 mon9 Vebrune From 8:00AM To Dark Saturday M900:11 oT MA00:8 mora Saturday From 3:00PM To Dark Friday From 3:00PM To 11:00PM Friday From 3:00PM To Dark Thursday M900:11_oT M900:E moral **Kepsinu** Wednesday From 3:00PM To Dark Wednesday From 3:00PM To 11:00PM From 3:00PM To Dack **Vebseu**T From 3:00PM To 11:00PM VebesuT From 3:00PM To Dark Monday M900:11 oT M900:E mora Monday Times (Dally Schedule) Field # 4 Times (Daily Schedule) Field # 3 M900:11 oT M900:1 mora Sunday From 1:00PM or M900:1 mora Yebnus M900:11 oT MA00:8 mort Saturday M900:11 oT MA00:8 mon9 Saturday M900:11 oT M900:E moral Friday M900:11 oT M900:E mora Friday M900:11 oT M900:5 mora From 3:00PM To 11:00PM Thursday Thursday Wednesday From 3:00PM M900:II OT Wednesday From 3:00PM To 11:00PM M900:II_oT_ From 3:00PM YebsəuT From 3:00PM To 11:00PM **Kepsan**₁ M900:11 oT M900:E mora Monday From 3:00PM To 11:00PM Monday Times (Daily Schedule) Field # 2 <u> Ilmes (Daliv Schedule) Field # 1</u> August 14, 2017 To October 23, 2017 Length of Fall Contract: From Name/location of Field # 6: Fastoltch & Western Little League)

hours advance notice of a schedule change. circumstance shall the League provide LFUCG with less than twenty-four (24) provide LFUCG with notice of the change as soon as possible, but under no the first game. Should the League change its schedule for any reason, it shall make up days for rain outs, etc.) to LFUCG no later than two (2) weeks before c. The League shall submit a schedule of its regular season games (to include

From

OT

Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not field locations to LFUCG no later than two (2) weeks before the first practice. The League shall submit a schedule of its regular team practice times and

the Facilities once secured. provide LFUCG with copies of the keys and/or codes necessary to enter upon p.m. and 8:00 a.m. Where such permission is granted, the League must permission to secure the Facilities or parts thereof between the hours of 9:00 writing by LFUCG. LFUCG may, in its sole discretion, grant the League ability of the public to access the Facilities, unless authorized to do so in The League shall not take any action that would prevent or interfere with the using fields, LFUCG may cancel this agreement in part or in whole.

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 phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

9. LFUCG refains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.

h. The League shall ensure that all lights at the Facilities by 11:00 p.m., it Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights

are kept on past 11:00 p.m.

The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

a. LFUCG shall retain ownership of any and all improvements made to the Facilities.

b. Should the Lesgue wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification to proceed with the proposed improvement, modification, or alteration. Should Lesgue shall only be permitted to proceed with its improvement, modification, the or alteration upon agreement to those conditions. All proposed improvements, or alterations exceeding \$10,000.00 in value must be bonded modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.

c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, or repairs, it shall have no duty to provide the modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.

d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.

- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
- i. Bases, home plates, pitching plates, and base pegs
- ii. Refuse collection and grounds pick-up
- ili. Cleaning and stocking of restrooms iv. Repairs to bleachers fences scoreboards and injustion
- iv. Repairs to bleachers, fences, scoreboards, and imigation systems
- v. Trash cans and picnic tables vi. Dragging of practice fields
- vii. Mowing outside game fields
- 9. 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 turt repairs within game fields
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VII. MODIFICATION AND TERMINATION

- 3. 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 in any manner that entirety. Should the League breach this Agreement in any manner that 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

VIII. MISCELLANEOUS having the damage repaired.

- 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,

a Saturday, Sunday, or legal holiday. Sunday, or legal holiday shall be deemed to refer to the next day which is not

herein. as if such unenforceable or inapplicable provision had never been contained other provisions hereof will remain in full force and effect in the same manner If any provision hereof is for any reason unenforceable or inapplicable, the

the Commonwealth of Kentucky. 9. This Agreement shall be construed under and in accordance with the laws of

which will for all purposes be deemed to be an original, and all of which are h. This Agreement may be executed in any number of counterparts, each of

identical,

4/12/3017 LEAGUE PRESIDENT SIGNATURE **MOKK PHONE** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT JIM GRAY, MAYOR

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DIAISION OF PARKS AND RECREATION TEXINGLON EVALUE DEBAN COUNTY COVERNMENT

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B	Appendix
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Spring Season	
Reporting Year	

469 Parkway Drive Lexington, KY 40504 DIAISION OF PARKS AND RECREATION TEXINCLON KAKELLE DEBAN CODNIX COVERNMENT

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 49 after the conclusion of league play. Supporting documentation should also be submitted

	Date Submitted:
Report Submitted by:	_
League President:	
Current League	ne Asset Balance:
L	Total Expense:
Other /	
Office /	
Other	
Other /	
Other /	
Fundraising Expenses:	
	"Sanhar to de
League Expense (Attach Supporting Documentation Mote: Receipts for expenditures must be kept for 5 years. Photosegue Concession Expenses/Season:	Total Income:
Other \	
Other	
Orper \	
Donations/Scholarships:	
Fundraising Revenue:	
Concession Revenue:	
Booster Fees (Sum of All Divisions):	
Registration Fees (Sum of All Divisions):	
League Income	Beginning of Season:
Anticipated Annual League Budget	
namentuot & nosses) samed to thomas and	nents)
Number of Scholarships Awarded	Cost of Scholarships Awarded
Total Number of League Participants	

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Policy: Physical and Verbal Altercation

LEXINGTON, KY Policy Number: MOTTA SECURITY S SHUTTE

Originator: Chuck Ellis

Page: 1014

Authorized by: Jerry Hancock, Director

References: 8.4.3 Handling of Diaruptive Behavior

Revision Date: Revision Date: Revision Date: 2/3/2011

Purpose

To promote the ideals of teamwork, sportsmanship and acceptable social behavior at all Parks and

Scope

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

Sec susched policy. Policy

Lexington-Fayette Urban County Government Division of Parks and Recreation Resource(s)

Review Record

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Desar Participant / Spectator / Leader,

behavior at all Parks and Recreation events/activities. It is imperative that participants and speciators slike ensure an environment which will The Division of Parks and Recression surves to promote the ideals of tesmwork, physical conditioning, sportsmansing and acceptable social

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

If you have any questions about the Physical & Verbal Altercation Policy or would like free copies, please call the Lexington Division of Parics &

(829) 288-2900 Lexington, KY 40504 Avird vswying 904 Division of Parks & Recression Lexington-Fayette Urban County Coverment Jenny Hancock, Director

Physical & Verbal Altercation Policy

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

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

Fans/Speciators:

A fan/speciator is an individual who participates in Parks and Recreation events/activities by demonstrating support without

If one is suspended from one Parks and Recreation eventlactivity, they are also suspended from any other Parks and Recreation

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

Fighting

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

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

4. Use of Racial and/or Gender Epithets

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

A. Leaders

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

B. Participants

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

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

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

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

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

Unsportsmanlike Conduct

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

6. Procedures Following Incident

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

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

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

Appendix D

Policy: Participant Protection

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AN MOTOWINE NOTE PROBLEM

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Date: 6/28/2012

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Policy Number: 1.4.1-2012

References: Policies CAPPA 1.4.1 -yd boxinothuA Chris Cooperador Totanigno

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Revision Date:

SECTION

skills to create and maintain a safe child connered any comment. bus agostwoni enti qoteveb or emergore bus arroga shuoy drw bassioness athese lie to vitigizanoges and physical, emotional, and developmental aceds and to recognize the valuerabilities of childhood. It is the development of the individual. In working with each child, it is essential that we are mindful of their Young sthickes and program participants should be guided by what is best for the safe and healthy

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spoiling such this vigance of one nothernoon benesties? To notatived out yet benestings. developmental experience. All persons on LFLICG proposty or parks or in LFUCG recreational programs advancage of a child's trust and use their position for purposes that one demages a child's positive trust. While the stationarty of salutts needs to create a positive experience for youths, some may seek to take Coaches, officials, staff, parles employees, volunteers, and chaperones are in poentions of authently and

AD TO

capacity for the respective organization that is in a leadership role or works directly with minore bankgroand checks on their offscials, coaches, sudt, and other volunteers working in any official sponsored programs. All figurabless, organizations, and partners should require and conduct background cheeks on all employeess, officials, and coaches in LPJCO Parks and Recreation To sarieguerd athleres and program participants, the Division of Parks and Recreation requires

LFLICO Division of Parks and Recression will not tolerate or condens any form of hursamment or development of a young individual. Heresoment may come from soults, teensger, or other child. ,osuds homibating, demonstring, or offensive prevents or binds the enjoyment of the sport, program, and The streetion of an environment through behavior or a course of conduct that is insulting, intendeding, netional origin, religion, age, gander, of a sexual nature, disability, or other personal characteristics. inappropriate comment, action, or gesture shreeted toward a person that is related to race, ethincity. to require the of being it for the gampulon annot lereve salt tem tramegeral to said.

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

minodiately after providing personal hygiene care brained leader, staff, or volunteer or neutry the program leader prior to providing and staff, or volunteers may provide such care, however, should have sesistance from another

without permission of a parent or guardian. 6. Coaches, staff, and other adult leaders should not invite youth participants to their home

leadership. If participants are paired for overnight stays, they should be of the same gender and Should travel occur, all room checks, meetings sad/or other activities should have two-deep

from the parent or guardian before band. 8. Any other arrangement should be discussed with all parties and written permission obtained

beamsido si noissimme lemmed rend Youth participants should not ride in a coach's vehicle without another adult present unless

subject; not sexual or otherwise inapprepriate mature, Horseplay, rough heusing should be 10. Communication between youth perticipants and adults should be positive and of a relevant

guardian is not available. Buddy aystom may include opposite gender, if the participants are spoinsm vinns and similar age while involved in programs and events that involve mayed when a perent or 11. Youth participants should have a "buildy system" with another participant of the same gender

13. Every franchise and/or partner league must adopt or comply with done organization's policy is understood and communicated to everyone involved in the program/tengue. 12. At a minimum overy franchise and/or partner league must confirm on an annual basis that this

policy, the pariner agency must noully the Division of Parks and Recression and request a Chainshing heresoment and abuse policy. If thet policy conflicts with Division of Parks and Recreenton

Inomografias wal to id. Altegations of child souse or negical should always be myestigated by qualified social service

Kemindry Unified Liverille Code (CRS 620 040(5)(c) & KRS 620.030 states that it is the duly of everyone who has residented action to be believe that a child is dependent, neglected, or abuse that the histories or obtained and the foreign of the Cabinet or the designation as the first continuous transfer a storiety or the county attoriety by the telephone or cherwise. Certain protectionals such as has the first continuous continuous transfer or the designation as has the first continuous continuous continuous and passes of continuous c

and the advanced at the line residence and the state of the second the state of the second se

Division of Parke and Repression shall also contact (859) 286-2863 and/or email Deputy Director of Parke at presentation of Parke and Repressions may need to see conducted by police and/or acute service presentation of Parke and Repression may need to see administrative action pending the investigation. All reports of child abuse dobuming on LFUCG property or parts, or in LFUCG recreational programs sponsored by the

Them are furtherous factors involved in defining child abuse and neglect, including but not limited to quitural and ethnic backgrounds, eitherdes concerning parenting earl professional desiration individual's definition. Commonly acceptable definitions are: Abuse is an act of commonly definition and individual are:

craintel investify from prosecutors making a report or assisting legal authorities. Falling to report or fellow child share and negating share that is criminal charges. The Commonwealth of Kentucky has provided a child always and negating share and negating the help with additional questions that is evaluated on line. If you have any doubt as to the validity of altues or neglect you should call the phild protection holline for help on whether a specific incident thust be reported. 1950,050,050,1) states that persons acting in good faith have duit and



Division of Parks and Recreation Lexington-Fayette Urban County Government

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

SEVERE WEATHER POLICY

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

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 Cal Ripken Baseball ("the League"), a Kentucky non-profit corporation with an address of _____650 Southpoint Dr. ____ for the 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

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Coia Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically 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.

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

Name of League:So	outheastern Cal Ripken Baseball	EXCEPTION(S)
Name of Park(s): <u>Veterans P</u>	ark /Meadowbrook Park / River Hill Park	BGSG Softball Tournament 8U Tournament
Name/location of Field # 1:	Bambino Field at Veterans	12U Tournament Veterans Fields TBD
Name/location of Field # 2:	Bambino Field at Veterans	
Name/location of Field # 3:	Bambino Field at Veterans	
Name/location of Field # 4:	Bambino Field at Veterans	
Name/location of Field # 5:	Meadowbrook Field	
Name/location of Field # 6:	River Hill Park/ Crosby Field (Practice of	only)

Length of	Spring	Contract: From	March 1	L <u>, 2017</u> To	July 31, 2017
Times (Dail	<u>y Schedule) F</u>	eld # 1		Times (Daily Se	chedule) Field # 2
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PN From 3:00PN From 3:00PN From 3:00PN From 8:00AN From 1:00PN	1 To 11:00PM 1 To 11:00PM 1 To 11:00PM 1 To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM
∏mes (Dail	y Schedule) F	<u>eld # 3</u>		Times (Daily So	chedule) Field # 4
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PN From 3:00PN From 3:00PN From 3:00PN From 8:00AN From 1:00PN	1 To 11:00PM 1 To 11:00PM 1 To 11:00PM 1 To 11:00PM 1 To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM
Times (Dail	<u>y Schedule) F</u>	<u>eld # 5</u>		Times (Daily So	chedule) Field # 6
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PN From From 3:00PN From 8:00AN From 1:00PN	To To To To To Dark To Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To Dark To Dark To Dark To Dark To Dark To Dark To Dark

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.

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

Name of League: Sou	utheastern Cal Ripken Baseball	EXCEPTION(S)
Name of Park(s): Veterans Pa	ark /Meadowbrook Park / River Hill Park	
Name/location of Field # 1:	Bambino Field at Veterans	
Name/location of Field # 2:	Bambino Field at Veterans	
Name/location of Field # 3:	Bambino Field at Veterans	
Name/location of Field # 4:	Bambino Field at Veterans	
Name/location of Field # 5:	Meadowbrook Field	
Name/location of Field # 6:	River Hill Park/ Crosby Field (Practice of	only)

Length of	Fall Cor	ntract: From _	August 14	1, 2017 To October 23, 2017
Times (Dall	<u>y Schedule) Fleic</u>	# 1		Times (Daily Schedule) Field # 2
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM To 11:00PM From 8:00AM To 11:00PM From 1:00PM To 11:00PM
Times (Dail	<u>y Schedule) Field</u>	l # 3		Times (Daily Schedule) Field # 4
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM To 11:00PM From 8:00AM To 11:00PM From 1:00PM To 11:00PM
Times (Dail	<u>y Schedule) Fleic</u>	<u>1 # 5</u>		Times (Dally Schedule) Field # 6
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 5:00PM From 3:00PM From 8:00AM From 1:00PM	To <u>Dark</u> To To To To To <u>Dark</u> To <u>Dark</u> To <u>Dark</u>	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM To Dark From 3:00PM To Dark From 3:00PM To Dark From 3:00PM To Dark From To Dark From To To To To Dark From To To To Dark From To Dark

- c. 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.
- d. 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.
- e. 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.
- f. 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

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities

are not being used by the League.

h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.

The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the

Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

a. LFUCG shall retain ownership of any and all improvements made to the

b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.

c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the

Facilities.

d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.

e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.

f. LFUCG shall provide the following equipment and maintenance services for

the Facilities:

- 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

as if such unenforceable or inapplicable provision had never been contained herein.

g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.

h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	Michael B. Compbell LEAGUE PRESIDENT (Print or Type Name) 4316 Contessa Ct.				
	STREET ADDRESS Lexination Ky 40515				
DATE	CITY STATE ZIP CODE				
	859.825.4984 859.685.5587 WORK PHONE HOME PHONE				
	Mikecam@lexmark.com				
	E-MAIL ADDRESS AUGO 13 SUL				
	LEAGUE PRESIDENT SIGNATURE				
	21 Feb 2017				
	DATE				

X:\Cases\GENERAL\17-CC0063\CONT\00561954.DOC

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	

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Appendix B

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

Re	porting Year
	Spring Season
	Summer Season
	Fall Season

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name			
Total Number of League Participants			
Number of Scholarships Awarded	Cost of Scholarships Awarded		
Total Number of Games (Season & Tourn	aments)		
Anticipated Annual League Budget			
	at Beginning of Season:		
League Income			
Registration Fees (Sum of All Divisions):			
Booster Fees (Sum of All Divisions):			
Concession Revenue:			
Fundraising Revenue:			
Donations/Scholarships:			
Other/:			
Other /			
Other /			
	Total Income:		
League Expense (Attach Supporting Docur Note: Receipts for expenditures must be kept for 5 years.)			
League Concession Expenses/Season:	ms. I howeopies of receipts must be made available upon request.		
Fundraising Expenses:			
The field are seen			
Paid Staff/: Other /:			
Other /			
Other/			
Other /			
Other /			
DW.	Total Expense:		
	League Asset Balance:		
League President:			
Report Submitted by:	Date Submitted:		
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Appendix C

& ESPONSEATION LEXINGTON, KY Policy Number:

Policy: Physical and Verbal Altercation

Page: 1 of 4

Originator: Chuck Ellis

Date:

Authorized by: Jerry Hancock, Director JEHancock

Date:

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/Managera/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, ET

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.

Participanta:

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 fair/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.

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. 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

Revised May 2011 Today's Date: 03/06/2012 Appendix D

Policy: Participant Protection

Policy Number: 1.4.1-2012

Page:

1 of 4

Date: 6/28/2012

Originator:

Chris Cooperrider

Authorized by

E/E Handay

Date:

Trafficia directions . . .

References: Folicies 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 valuerabilities 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, voluntaem, 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 LPUCG 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 LFLCO 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. LFUCCI Division of Parks and Recreation will not tolerate or condens 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 essistance from another trained leader, staff, or volunteer or notify the program leader prior to providing and immediately after providing personal bygiene care.

6. Coaches, staff, and other adult leaders should not invite youth participants to their home

without permission of a parent or guardian.

 Should travel occur, all room cheeks, 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.

- 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 pariner league must adopt or comply with their organization's heresement 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.

Keritucky Unified Juverille Code ICRS 820.040(5)(c) & ICRS 820.030 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 designeted representative; the commonwealth's attorney or the county afformey by telephone or otherwise. Certain professionals such as Kealthcare 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 projection call 911, otherwise call the child protection hotling at 1-877-887 2331 or another appears 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 (869) 288-2963 and/or email Deputy Director of Parks at concentrational programs. Child abuse investigations will be conducted by police and/or action 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 perenting and professional training contribute to an individual's definition. Community acceptable definitions are: Abuse is an act of community acceptable definitions are: Abuse is an act of community acceptable definitions are: Abuse is an act of community.

If you have any doubt as to the validity of abuse or neglect; you should call the child protection holime for help on whether a specific incident must be reported. KRS 620.060(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 reporting 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://chis.kv.obv/he/rc.onkviss/C984fd14-e404-4055-9c10-98cdd433f8c9f9/chitdabueearidnaglectbroklet.pdf



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.

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 South Lexington Babe Ruth or its successor ("the League"), Kentucky non-profit corporation with an address 300 W. Reynolds Rd. , 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 sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- I. The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, Pepsi-Cola Bottling Company of Lexington, Inc. No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington

Fayette County Health Department. It will be the responsibility of the League 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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTTES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically 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. 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.

Name of League:So	uth Lexington Babe Ruth	Spring13-15-year-old baseball (Babe Ruth)
Name of Park(s):	Shillito Park	Spring/Summer 13- year-old Travel
Name/location of Field # 1: _	Shillito Field A	Baseball League hosted by South Lexington Baseball,
Name/location of Field # 2: _	Shillito Field B	inc.
Name/location of Field # 3:	Shillito Field C	Youth Coaches Clinic
Name/location of Field # 4:		Umpires Clinic in conjunction with
Name/location of Field # 5:		Central Kentucky Umpires Association
	· · · · · · · · · · · · · · · · · · ·	

League Approvals

Length of	Spring (Contract: From .	March 1	<u>, 2017</u> To	July 31.	2017
Times (Daily	/ Schedule) Fle	ld # 1		Times (Daily S	chedule) Field	<u># 2</u>
Monday	From_3:00PM	To_11:00PM	Monday	From 3:00PM	To 11:00PM	
Tuesday		To 11:00PM	Tuesday	From 3:00PM		
				From 3:00PM		
Thursday			Thursday		_To_11:00PM	
Friday		_To_11:00PM	Friday	From 3:00PM		
Saturday		_To_11:00PM	Saturday		To_11:00PM	
Sunday	From Trough	_To_11:00PM	Sunday	From 1:00PM	_To_11:00PM	
Times (Dail	<u> Schedule) Fle</u>	ld # 3		Times (Daily 9	chedule) Field	<u># 4</u>
Monday		To 11:00PM	Monday	From	To	_
Tuesday		_To_11:00PM	Tuesday	From	_To	···
	From 3:00PM		Wednesday		To	-
Thursday		To 11:00PM	Thursday	From	To	
Friday		To 11:00PM	Friday	From	To	
Saturday Sunday		To 11:00PM To 11:00PM	Saturday Sunday	From	To _To	===
Surray	FIOIII_T-00PM	10_ <u>11:00PP</u>	Suriday	From	10	-
Times (Dails	v Schedule) Fie	ald # 5		Times (Dally S	<u>Schedule) Field</u>	<u># 6</u>
Monday	From	To	Monday	From	To	
Tuesday	From	To	Tuesday	From	To	
Wednesday		To	Wednesday		То	
Thursday	From	To	Thursday	From	To	_
Friday	From		Friday	From	То	-
Saturday	From	To	Saturday	From		MANAGEMENT .
Sunday	From	To	Sunday	From	То	
make the fire provid circum	up days for i st game. Sho e LFUCG w istance shall	submit a scheduraln outs, etc.) to ould the League ith notice of the I the League protice of a schedule.	LFUCG n change its change as vide LFUC	o later than schedule fo s soon as po	two (2) week or any reasor ossible, but u	s before n, it shall ınder no
Na	me of Leagu	ie: <u>Sou</u>	th Lexingto	n Babe Rut	<u> </u>	League Approvala Fall 13-15-year-old
Na	me of Park(s	s):	Shillito P	ark		baseball (Babe Ruth)
Na	me/location	of Field # 1:	Shillito I	Field A		High School Fall Ball League, hosted by
		of Field # 2:			·	South Lexington Baseball, Inc.
						Youth Coaches Clinic
		of Fleld # 3:				
		of Fleld # 4:				Umpires Clinic in conjunction with
Na	me/location	of Fleld # 5:				Central Kentucky Umpires Association
Na	me/location	of Field # 6:				

Length of	Fall Cor	ntract: From _	August 14	2017	To _	October 23, 2017
Times (Dally	y Schedule) Field	# 1		Times (D	aily So	:hedule) Field # 2
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM To 11:00PM	Tuesday Wednesday Thursday Friday	From 3:0 From 3:0 From 3:0 From 3:0	OOPM OOPM OOPM OOPM	To 11:00PM
Times (Dally	y Schedule) Field	# 3		Times (D	ally So	hedule) Field #4
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM	Wednesday Thursday			To
Times (Dail	v Schedule) Field	1 # 5		Times (D	aily So	chedule) Field # 6
Monday Tuesday	From	_To _To	Monday Tuesday	From		_To
Wednesday Thursday	From	_To _To	Wednesday Thursday	From From		_To
Friday	From	_To	Friday	From		_10
Saturday	From	То	Saturday	From		_To
Sunday	From	_То	Sunday	From		То

- c. 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.
- d. 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.
- e. 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.
- f. 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

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- I. Bases, home plates, pitching plates, and base pegs
- ii. Refuse collection and grounds pick-up
- III. Cleaning and stocking of restrooms
- lv. 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
 - iil. 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 failing 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

- as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

· Barrier as he say	James T. Boling Jumy
JIM GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	LEAGUE PRESIDENT (Print or Type Names)
	STREET ADDRESS
	Tamalon Ke 40503
DATE	STATE ZIP CODE
	(359)151-7439 car
	WORK PHONE PHONE PHONE PHONE PHONE
	jiman il my insumice im
1	
	LEAGUE PRESIDENT NIGNATURE
	2/17/17
	DATE

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Appendix A

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

Reporting Year	
Spring Season	
☐ Summer Season	- 1
☐ Fali Season	- 1

DIVISION & GENDER REPORT

League Name:				Number of Divisions						
Divi										
Opening Day Length of Game			Participant Age Number of Teams in Division Playing Location(s) Number of Season Games Tournament Games Booster Fee Other Participant Cost/Obligation							
		N								
Ne	Starusti	оп гее	I	300ster	Fee	Othe	er Particip	ant Cost/Oh	ligation	
To	tal Nur	nber of Par	rticip	ants	/ Ma	le Par	ticipants	Female	Participan	ta .
						st per C			z ar trerpatti	LS
#		icials			keepers		Ball	8	Total Cost	Claster
Tr.	Rate	Total Cost	#	Rate	Total Cost	#	Unit Cost	Total Cost	per Game	Cost per Participar
Ope Len Reg	ening I ngth of gistratio	п гее	_ P _ N _ B	laying umber ooster	Location(s) of Season (Fee	Games Other	Tr Participa	mber of Tea ournament ournament ent Cost/Obl	Games	
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Appendix B

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

Re	porting Year
	Spring Season
	Summer Season
.□	Fall Season

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

and the conclusion of league play. Supporting documents	tion should also be submitted.
League Name	
Total Number of League Participants	
Number of Scholarships Awarded	Cost of Scholarships Awarded
Total Number of Games (Season & Tournar	nents)
Anticipated Annual League Budget	
League Asset Balance at	
League Income	
Registration Fees (Sum of All Divisions):	
Booster Fees (Sum of All Divisions):	
Concession Revenue:	
Fundraising Revenue:	
Donations/Scholarships:	
Other /	
Other /	
Other /	
-	Total Income:
League Expense (Attach Supporting Documer	
expenditures must be kept for 5 years.	ntation) Photocopies of receipts must be made available upon reques
Senson Expenses/Season:	
Fundraising Expenses:	
Paid Staff/	
Other /	
Other/	
Other /	
Other /	
Other /	
***	Total Expense:
	gue Asset Balance:
League President:	
Report Submitted by:	Data Call. 11. 1
	Date Submitted:

Appendix C

& RECEIPATION LEXINGTON, KY Policy Number:

Policy: Physical and Verbal Altercation

Page: 1 of 4

Originator: Chuck Ellis

Authorized by: Jerry Hancock, Director JEHancock

Date: Date:

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 faulspectator 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 epitheis 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.

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 spithets 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 LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an 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 Appendix D

Policy: Participant Protection

Policy Monther: 1.4.1-2012

1 of 4

Originator:

Chris Cooperrider

Date: 6/28/2012

Authorized by:

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young affiletes 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 velocrabilities of childhood. If 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 contered environment.

Scope.

Coaches, officials, staff, parks employees, voluntaers, and chapasones 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.

Paller

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFLICO Parks and Recreation sponsored programs. All itenchises, 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, desnesming, 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. LPUCCI Division of Parks and Recreation will not tolerate or condene 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 brained 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 gnardian.

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 "buildy 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 harasament 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. Altegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juvanile 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, this Cabinet or its designated representative; the commonwealth's attorney or the county afterney by telephone of otherwise. Certain professionals such as leadificate personnel, child care personnel, and peace difficers have a further duty to report.

If you think the child is in immined charger or is in need of immediate protection call 911, otherwise call the abild protection in the line at 1-877-587/2557 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 small Deputy Director of Parks at consequently strained 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 pultural and ellinic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Community 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 holline for help on whether a specific incident must be reported. KRS 620.060(1) states that persons acting in good faith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Falling to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neclect booklet to help with additional quastions that is available on line:

http://chife.lov.gov/ht/frontvree/0984fel14-e494-4055-9c10-08cdo453f8-9(0/chifestyleeanchecle-desokiet.txt/



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.

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 Urbar
County Government ("LFUCG"), an Urban County Government pursuant to KRS 67A
with an address of 200 East Main Street, Lexington, Kentucky 40507, and
with an address of 956 Turkey Foot Rd, 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

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically 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)

Additional Practice:

March 1- April 10

Kirklevington Park Redding Road & Spangler Dr. Fields

Mon-Fri 3pm-Dark Saturday 8am- Dark Sunday 12pm-Dark

Name of League: <u>Eastern Little League</u>
Name of Park(s): Ecton Park / Lansdowne- Merrick Park / Mary Todd
Name/location of Field # 1:Ecton Upper Baseball Field
Name/location of Field # 2:Ecton Lower Baseball Field
Name/location of Field # 3: Lansdowne-Merrick Park Upper Field
Name/location of Field # 4: Lansdowne-Merrick Park Lower Field
Name/location of Field # 5: Mary Todd Field
Name/location of Field # 6: Southland Park Field (March 1- July 31) No Fall

<u>Usage</u>

Length of <u>Spring</u> Contract: From <u>N</u>	March 1, 2017 ToJuly 31, 2017
Times (Daily Schedule) Field # 1	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 12:00PM To Dark	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 12:00PM To Dark Sunday From 12:00PM To Dark Sunday From 12:00PM To Dark
Times (Dally Schedule) Field # 3	Times (Daily Schedule) Field # 4 Parking at Ecton Park strictly
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 12:00PM To Dark	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 12:00PM To Dark
Times (Daily Schedule) Field # 5	Times (Dally Schedule) Field # 6
Monday From Tuesday 3:00PM To Dark Tuesday From To Dark Wednesday From To Dark Thursday From To Dark Friday From To To To To Dark Saturday From To Dark Sunday From To Dark	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 12:00PM To Dark
b. The League shall submit a schede make up days for rain outs, etc.) to	ule of its regular season games (to include LFUCG no later than two (2) weeks before

D. 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.

Name of League: Eastern Little League	EXCEPTION(S)
Name of Park(s): Ecton Park / Lansdowne- Merrick Park / Mary Todd	
Name/location of Field # 1:Ecton Upper Baseball Field	
Name/location of Field # 2: <u>Ecton Lower Baseball Field</u>	
Name/location of Field # 3: Lansdowne-Merrick Park Upper Field	
Name/location of Field # 4: Lansdowne-Merrick Park Lower Field	

Name/location of Field # 5:	Mary	Todd Field	
Name/location of Field # 6:			
Length of Fall Contract: From	August	14, 2017 To October 23	2017
Times (Daily Schedule) Field # 1	Times (Dail	v 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 12:00PM To Dark	Wednesday Thursday Friday Saturday	From <u>3:00PM</u> To <u>Dark</u> From <u>3:00PM</u> To <u>Dark</u> From <u>3:00PM</u> To <u>Dark</u>	Weekday Gan start at 4:00P Batting cages Ecton Park: N before 8:00AN Signage must posted by lead Parking at Ect Park strictly
Times (Daily Schedule) Field # 3	Times (Dail	y Schedule) Field # 4	enforced by p
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 12:00PM To Dark	Wednesday Thursday Friday Saturday	From 3:00PM To Dark From 8:00AM To Dark From 12:00PM To Dark	illegal parking subject to towing/ticket.
Times (Daily Schedule) Field # 5	Times (Daily	<u> Schedule) Field # 6</u>	
Wednesday From To Thursday From To Friday From To	Tuesday Wednesday Thursday Friday	FromToTo	
	•	From To To	

- c. 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.
- d. 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.
- e. 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

Games DOPM. ges at : No use OAM. ust be league, Ecton y police, ing

- provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- f. 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 phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.

- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - 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 as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

I'M GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	LEAGUE PRESIDENT (Print or Type Name) STREET ADDRESS LEAGUE PRESIDENT (Print or Type Name) STREET ADDRESS LEAGUE PRESIDENT (Print or Type Name)
DATE	STATE ZIP CODE SS9-231-8780 29-003 WORK PHONE HOME PHONE
	E-MAIL ADDRESS LEAGUE PRESIDENT SIGNATURE 2 2 17 DATE

X:\Cases\GENERAL\17-CC0063\CONT\00561954.DOC

Appendix A

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

Re	eporting Year
	Spring Season Summer Season Fall Season

DIVISION & GENDER REPORT

		Leagu	e Nam	e:					. Number of	Divisions	
Di	vision	1									
C	penir				- Plavin	g Location	Age (a)	N	umber of Te	eams in Divi	sion
L	ength	of Gan	ıe	1	Numbe	r of Sesson	Com		Tournamen		
R	legistr	ation F	ee	_ _ 1	Booste	r Fee		nes Persti	Tournamen pant Cost/Ol	t Games	
T	otal N	umber	of Par	ticip	ants_	/ M	ale Pa	rticipants	Femal	oligation	4
		Officials	•			C	ost per	Game	remai	e rarucipar	lts
#			al Cost			ekeepers		Bai	lg	The ion	
-	- 20	anc TO	SECOSE.	#	Rate	Total Cost	#		Total Cost	Total Cost	Contpa
									TOOM COSE	per Game	Participa
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Or Le Re To	pening ngth (gistra tal Nu	Day of Game		P N	laying umber ooster	Location(s of Season Fee/ Ma	Age 6) Game	Nu es T er Participa ticipants_	mber of Testournament ournament out Cost/Obl	ems in Divis	ion
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Or Le Re To	pening ngth (gistra tal Nu	Day of Game tion Fee mber of	f Parti	P N B cipa	laying umber ooster	Location(s of Season Fee/ Ma	Age Game Othe le Par	Nu es T er Participa ticipants_	mber of Testournament ournament out Cost/Obl	ems in Divis	ion
Op Le Re To:	ngth (gistra tal Nu	Day of Game tion Fee mber of	f Parti	P No Be cipa	laying umber ooster nts	Location(s of Season Fee/ Ma Cos cepers Total Cost	Age Game Othe le Par t per G	Nues Tarticiparticiparticipants Game Balls Unit Cost	ournament int Cost/Obl Female Total Cost	Gamesligation Participant Total Cost per Game	SCostper
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Appendix B

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

Re	porting Year
	Spring Season
	Summer Season
\Box	Fall Season

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name	
Total Number of League Participants	
Number of Scholarships Awarded	Cost of Scholarships Awarded
Total Number of Games (Season & Tourn	aments)
Anticipated Annual League Budget	
League Asset Balance	at Beginning of Season:
League Income	
Registration Fees (Sum of All Divisions):	
Booster Fees (Sum of All Divisions):	
Concession Revenue:	
Fundraising Revenue:	
Donations/Scholarships:	
Other/:	9
Other/	
Other /	
	Pro . Nov
League Expense (Attach Supporting Docum	Total Income:
oxponditures must be kept for 5 year	nentation) rs. Photocopies of receipts must be made available upon reques
League Concession Expenses/Season:	The server must be made available upon request
Fundraising Expenses:	
Paid Staff/	
Other /	
Other/	
Other /	
Other / :	
ē	Total Expense:
Current L	eague Asset Balance:
League President:	
Report Submitted by:	Date Submitted:

Appendix C

& RECREATION LEXINGTON, KY Policy Number:

Policy: Physical and Verbal Altercation

Page: 1 of 4

Originator: Chuck Ellis

Date:

Authorized by: Jerry Hancock, Director JEHoncock

Date:

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-Payette 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 diseard

Reviewer.

Date:

Result: no change revise discard

Pares & Elecreation Lexington kt

Dear Participant / Speciator / 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-Payette 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 fair/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.

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 (I) 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 conduct occur, not specifically addressed in the previous sections, the Lexington Parks and Recreation, in its discretion, may 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) superintendent and the program supervisor of that particular program in which the altercation occurred will conduct the 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 individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal, an 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

Revised May 2011 Today's Date: 03/06/2012 Appendix D

BARAKS STREGERICATION

Policy: Participant Protection

Policy Number: 1.4.1-2012

Page:

1 of 4

Originator: Chris Coopernider

Date: 6/28/2012

Authorized by:

References: Policies CAPRA 1.4.1

Date:

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 assential 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 aniharity 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 must and use their position for purposes that can damage a child's positive developmental experience. All persons on LFUCG property or parks or in LPUCG recreational programs sponsored by the Division of Parks and Recreation are to comply with this policy.

Polley

To sateguard 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 condens 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 bygiene 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

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 ceach'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 hasusament 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. Altegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kantucky Unified Juverille Code KRS 820.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has restantable cause to believe that a child is depandent, neglected, or abused shall immediately cause an oral of writien report to be made to a focal law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative; the commonwealth's attorney or the opunity aftorney by telephone or otherwise. Certain professionals such as frealtricate paracrinel, child care personnel, and peece officers have a further duty to report.

If you think the child is in imminished danger or is in rised of immediate protection call 911, otherwise call the child parameters account at any entropy of growing agency as Alexandra about

All reports of child abuse documing on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parke and Regrestion shall also contact (859) 288-2963 and/or small Deputy Director of Parks at constantificational city one. 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. Commonly 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 phild protection hotline for help on whether a specific incident must be reported. KRS 620:050(1) states that persons acting in good faith have old and criminal immunity from prosecution making a report or assisting legal authorities. Falling to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neclect bookler to help with additional quaditions that is available on line:

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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

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

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 ("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

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras
- i. The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, Pepsi-Cola Bottling Company of Lexington, Inc. No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League





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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.

b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.

c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.

- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines,

1

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.

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

Name of League:	Southeastern Babe Ruth	EXCEPTION(S)
Name of Park(s):	Veterans Park	
Name/location of Field	# 1: Southeastern Babe Ruth Field	
Name/location of Field	# 2: Southeastern babe Ruth Field	
Name/location of Field	l # 3:	
Name/location of Field	l # 4:	
Name/location of Field	l # 5:	
Name/location of Field	1 # 6:	

Length of	Spring C	Contract: From	March 1	l <u>, 2017</u>	To <u>July 31, 2017</u>	
Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field						
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00 From 3:00 From 8:00 From 1:00	PM To Dark AM To Dark PM To Dark	
Times (Dail	v Schedule) Flei	d # 3		Times (Dal	v Schedule) Field # 4	
Monday	From	_To	Monday	From	То	
Tuesday	From	То	Tuesday	From	To	
Wednesday	From	То	Wednesday	From	То	
Thursday	From	_To	Thursday	From	To	
Friday	From	То	Friday	From	То	
Saturday	From	То	Saturday	From	То	
Sunday	From	То	Sunday	From	То	
Times (Dail	y Schedule) Flei	d # 5		Times (Dail	v Schedule) Field # 6	
Monday	From	_To	Monday	From	To	
Tuesday	From	То	Tuesday	From	То	
Wednesday	From	To	Wednesday	From	То	
Thursday	From	То	Thursday	From	To	
Friday	From	То	Friday	From	To	
Saturday	From	То	Saturday	From	To	
Sunday	From	_То	Sunday	From	То	

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.

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

Name of League:Sc	e of League: Southeastern Babe Ruth	
Name of Park(s):	Veterans Park	
Name/location of Field # 1:	Southeastern Babe Ruth Field	
Name/location of Field # 2:	Southeastern Babe Ruth Field	
Name/location of Field # 3:		
Name/location of Field # 4:		
Name/location of Field # 5:		
Name/location of Field # 6:		

EXC.	EPTION(\$	15

Length of <u>Fall</u> Contract: From	August 14, 2017	To <u>October 23, 2017</u>
Times (Daily Schedule) Field # 1	Times (Dally Schedule) Field # 2
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 # 3	Tuesday From 3: Wednesday From 3: Thursday From 3: Friday From 3: Saturday From 8: Sunday From 1:	
•	-	
Monday From To	Monday From	To
Tuesday FromTo	Tuesday From	То
Wednesday FromTo	Wednesday From	To
Thursday FromTo	Thursday From	То
Friday FromTo	Friday From	To
Saturday From To	Saturday From	То
Sunday FromTo	Sunday From	To
Times (Daily Schedule) Field # 5	Times (i	Daily Schedule) Field # 6
Monday FromTo	Monday From	To
Tuesday From To	Tuesday From	То
Wednesday FromTo	Wednesday From	
Thursday From To	Thursday From	
Friday FromTo	Friday From	
Saturday From To	Saturday From	
Sunday From To	Sunday From	

- c. 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.
- d. 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.
- e. 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.
- f. 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

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- 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
 - ili. 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

as if such unenforceable or inapplicable provision had never been contained herein.

g. This Agreement shall be construed under and in accordance with the laws of

the Commonwealth of Kentucky.

h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	LEAGUE PRESIDENT (Print or Type Name) 908 Woodglen Ct. STREET ADDRESS Leajugton Ky 40515
DATE	CITY STATE ZIP CODE
(5	WORK PHONE HOME PHONE
	E-MAIL ADDRESS LEAGUE PRESIDENT SIGNATURE
	2-21-17 DATE

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Appendix A

DIVISION OF PARKS AND RECREATION 469 Parkway Drive Lexington, KY 40504

Re	porting 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 Total Cost Costper # Rate Total Cost Rate Total Cost # Unit Cost Total Cost per Game Participant | 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 Balle Total Cost Costper Rate Total Cost Rate Total Cost Unit Cost Total Cost per Game **Participant** 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 Cost per # Rate Total Cost Rate Total Cost # Unit Cost Total Cost per Game **Participant**

Appendix B

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

Reporting Year		
	Spring Season	
	Summer Season	
\Box	Fall Season	

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

League Name	,
Total Number of League Participants	
Number of Scholarships Awarded	
Total Number of Games (Season & Tourn	naments)
Anticipated Annual League Budget	
	at Beginning of Season:
League Income	
Registration Fees (Sum of All Divisions):	
Booster Fees (Sum of All Divisions):	
Concession Revenue:	
Fundraising Revenue:	
Donations/Scholarships:	
Other /	
Other/	
Other/	
League Expense (Attach Supporting Docur Note: Receipts for expenditures must be kept for 5 year. League Concession Expenses/Season:	Total Income: nentation) ars. Photocopies of receipts must be made available upon request.
Fundraising Expenses:	
Paid Staff/	
Other /	
Other /	
Other/	
Other /	
Other /	
846	Total Expense:
Current I	League Asset Balance:
League President:	
Report Submitted by:	Date Submitted:

Appendix C

& RECREATION LEXINGTON, KY

Policy: Physical and Verbal Altercation

Policy Number:

Page: 1 of 4

Originator:

Chuck Ellis

2001

Authorized by: Jerry Hancock, Director JEHancock

References: 8.4.3 Handling of Disruptive Behavior

Date:

Date:

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.

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 & T

Dear Participant / Spectator / Leader,

The Division of Parks and Recreation strives to promote the ideals of teamwork, physical conditioning, sportamenship 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-Payette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504
(859) 288-2900

Physical & Verbal Altercation Policy

<u>Leaders:</u>

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. Flghting

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.

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, participent 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, courtecus 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 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 Appendix D

TRACH A AVIOLATION

Policy: Participant Protection

Policy Mumber: 1.4.1-2012

Page:

Date:

1 of 4

Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by:

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 sufe child consisted environment.

Scope.

Coaches, officials, staff, purks employees, volunteers, and chaperones are in positions of authority and trust. While the majority of adults seek to create a positive expurience for youths, some may seek to take advantage of a child's trust and use their position for purposes that can demage 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 finnshises, 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 organism 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, is enager, or other child. LFUCO Division of Parks and Recreation will not tolerate or condens any form of harassment or abuse.

The Pederal 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 ago.

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 perent 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. Altegations of child abuse or neglect should always be investigated by qualified social service or law enforcement.

Kentucky Unified Juverille Code KRS 820.040(5)(c) & KRS 620.030 states that it is the duty of everyone who has restantable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or witten report to be made to a local law enforcement agency or the Kentucky State Police, the Cabinet or its designated representative; the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as hauthcare personnel, child care personnel, and peace officers have a further duty to report.

If you tiles, the child is in imminent danger or is in need of immediate protection call 911, otherwise call the child protection figitine at 1-877-587-2331 or another agency as identified above.

All reports of child abuse octuming on LFUCG property or parks, or in LFUCG remeational programs sponsored by the Division of Parks and Recreation shall also contact (859) 285-2963 and/or email Deputy Director of Parks at contrated and professional the Division of Perks 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. Commonly acceptable distinitions 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 on 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 reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a child abuse and neclect booklet to help with additional quantions that is available on line:

http://chis.kv.siov/nr/rdeal/vresi/0984614-e494-4055-9c10-98cdd433ffie9/04childebuseendneale/decklet.pdf



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.

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 Bluegrass Girls Fastpitch ("the League"), a Kentucky non-profit corporation with an address of 2000 Parkers Mill Road 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

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands only those soft drink products that are provided by the authorized Parks beverage supplier, Pepsi-Cola Bottling Company of Lexington, Inc. No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically 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)

Name of League: Bluegrass Girls Fastpitch	NSA Tournaments June 17-18 Field 7 &
Name of Park(s): Cardinal Run Park / Gainesway Park	8 June 24-25 Field 7 & 8
Name/location of Field # 1:Cardinal Run Field 7	July 1-2 Field 7 & 8 July 29-30 Field 7 & 8
Name/location of Field # 2: Cardinal Run Field 8	August 26-27 Field 7 & 8
Name/location of Field # 3:Gainesway Field	
Name/location of Field # 4: Woodhill Field (March 1- April 30)	
Name/location of Field # 5: Cardinal Run Field 6(shared with Sout	hwest Pony
& Western Little League)	
Name/location of Field # 6:	
Length of <u>Spring</u> Contract: From <u>March 1, 2017</u> To <u>Ju</u>	ly 31, 2017
Times (Daily Schedule) Field # 1 Times (Daily Schedule) Fie	eld # 2

Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM To 11:00PM
Times (Dally	/ Schedule) Fleic	1#3	·	Times (Daily Sc	hedule) Field # 4
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From From From 1:00PM	To Dark To Dark To Dark To Dark To Dark To Dark
<u>Times (Daily</u>	/ Schedule) Field	<u> # 5</u>		Times (Daily Sc	hedule) Fleld # 6
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	FromFromFromFromFromFromFrom	_To _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.

		NSA Tournaments
Name of League:Blue	egrass Girls Fastpitch	June 17-18 Field 7 &
Name of Park(s): Cardinal Ru	un Park / Gainesway Park / Woodhill	June 24-25 Field 7 & 8
Name/location of Field # 1:	Cardinal Run Field 7	July 1-2 Field 7 & 8 July 29-30 Field 7 & 8
Name/location of Field # 2:	Cardinal Run Field 8	August 26-27 Fleid 7
Name/location of Field # 3:	Gainesway Field	& 8
Name/location of Field # 4:	Woodhill Field	
Name/location of Field # 5:	Cardinal Run Field 6(shared with So	uthwest Pony
& Western Little League)		
Name/location of Field # 6:		

EXCEPTION(S)

Length of	<u>Fall</u>	Contract: From	August 1	<u>4. 2017 </u>	o <u>Oct 23, 2017</u>
Times (Daily	Schedule) Fi	eld # 1		Times (Daily So	hedule) Field # 2
Tuesday Wednesday Thursday Friday Saturday	From 3:00PM From 3:00PM From 3:00PM From 8:00AM	To 11:00PM To 11:00PM To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM To 11:00PM
Times (Daily	Schedule) Fi	eld # 3		Times (Daily So	hedule) Fleld # 4
Tuesday Wednesday Thursday Friday Saturday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To <u>Dark</u> To <u>Dark</u> To <u>Dark</u> To <u>Dark</u>	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From From From	To <u>Dark</u>
Times (Daily	Schedule) Fi	eld # 5		Times (Daily So	thedule) Field # 6
Tuesday Wednesday Thursday Friday Saturday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	L_To_Dark L_To_Dark L_To_Dark L_To_Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From From	_To _To _To _To _To _To

- c. 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.
- d. 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.
- e. 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.
- f. 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 phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.

- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - 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 as if such unenforceable or inapplicable provision had never been contained herein.

g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.

h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	LEAGUE PRESIDENT (Print or Type Name) 3936 Wieber Way STREET ADDRESS
DATE	Lexington KY 40514 CITY STATE ZIP CODE
	859-373-0080 359-509-8355 WORK PHONE HOME PHONE
	president & bluegrassgirls fattpitch com
	LEAGUE PRESIDENT SIGNATURE
	2/21/17 DATE

X:\Cases\GENERAL\17-CC0063\CONT\00561954.DOC

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 # Costper Rate Total Cost Rate Total Cost Unit Cost Total Cost per Game Participant | 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 Officiale Scorelectors Bolls Total Cost Rate Costper Total Cost Rate Total Cost Unit Cost Total Cost per Game **Participant** 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 # Rate Total Cost Costper Rate Total Cost # Unit Cost Total Cost per Game **Participant**

Appendix B

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

Re	porting Year
	Spring Season Summer Season Fall Season

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

arter the conclusion of league play. Supporting documen	tation should also be submitted.
League Name	
Total Number of League Participants	
Number of Scholarships Awarded	Cost of Scholarships Awarded
Total Number of Games (Season & Tourns	aments)
Anticipated Annual League Budget	-
League Asset Balance a	t Beginning of Season:
League Income	
Registration Fees (Sum of All Divisions):	
Booster Fees (Sum of All Divisions):	
Concession Revenue:	
Fundraising Revenue:	
Donations/Scholarships:	
Other /:	
Other /	
Other/	
	Total Income:
League Expense (Attach Supporting Docum Note: Receipts for expenditures must be kept for 5 year	
League Concession Expenses/Season:	request.
Fundraising Expenses:	-
Paid Staff/	
Other /	
Other /	
Other/	
Other/	
Other/	
PA	Total Expense:
	eague Asset Balance:
League President:	
Report Submitted by:	Date Submitted:

Appendix C

& RECREATION LEXINGTON, KY Policy Number:

Policy: Physical and Verbal Altercation

Page: 1 of 4

Originator:

Chuck Ellis

Date:

Authorized by: Jerry Hancock, Director JEHonesok

Date:

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date:

Revision Date:

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

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, sportamenship 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. Flighting

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.

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 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.

Appendix D

ARRESTRICATION

Policy: Participant Protection

Policy Number: 1.4.1-2012

Page:

1 of 4

Originator:

Chris Cooperrider

Date: 0/28/2012 Date:

Authorized by:

4/29/200

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Parpose

Young athletes and program participants should be guided by what is best for the sale 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 valuerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to orests 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 sack 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.

Roller

To safeguard athletes and program participants, the Division of Parks and Recreation requires background checks on all employees, officials, and coaches in LFUCO Parks and Recreation sponsored programs. All franchises, organizations, and partners should require and confluct 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. LFLICG Division of Parks and Recreation will not tolerate or condens 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 inmodiately after providing personal bygione 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 "buildy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a perent 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 harasament 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 Juvenille 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 designated representative; the commonwealth's attorney or the county attorney by telephone or otherwise. Certain professionals such as feelthcare personnel, child care personnel, and peace difficars have a further duty to report.

If you think the child is in imminent planger or is in need of immediate protection call \$11, otherwise call the child protection ficiling at 1-877-387-200; or another agency as combined above.

All reports of child abuse documing on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 266-2963 and/or email Deputy Director of Parks at cascider/devalled action professional and professional and professional and profession 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 elimic beologramids, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly 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 notline for help on whether a specific incident must be reported. KRS 620.050(1) states that persons acting in good faith have civil and oriminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting 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:

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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.

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 South Lexington Youth Baseball ("the League"), a Kentucky non-profit corporation with an address of 300 W. Reynolds Rd., 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

sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- d. All checks written by, or on behalf of, the League, which draw on funds held by the League, shall be signed by two (2) of the League's board members, which two (2) board members shall not be related.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall include the LFUCG, Division of Parks and Recreation Logo in all of its advertizing and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- g. The League shall abide by all local, state, and federal laws and regulations.
- h. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- i. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- j. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League

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 complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the

- season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the Division of Parks and Recreation's Physical/Verbal Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG so that LFUCG may investigate the matter in accordance with the Division of Parks and Recreation Handbook. The League shall fully cooperate in the LFUCG's investigation by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by LFUCG, or take place on property owned or managed by LFUCG.
- e. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- f. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically 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.

Name/location of Field # 6:

4 SHURO FIGIUS
BGSG 7U Tournament TBD
T-Ball Tournament TBD
ce field

EXCEPTION(S)

Length of Spring Contract: From March 1, 2017 To July	31, 2017
Times (Daily Schedule) Field # 1 Times (Daily Schedule) F	
Monday From 3:00PM To 11:00PM Monday From 3:00PM To 11:00 Tuesday From 3:00PM To 11:00PM Tuesday From 3:00PM To 11:00 Wednesday From 3:00PM To 11:00PM Wednesday From 3:00PM To 11:00 Thursday From 3:00PM To 11:00PM Thursday From 3:00PM To 11:00 Friday From 3:00PM To 11:00 Friday From 3:00PM To 11:00 Saturday From 8:00AM To 11:00 Saturday From 8:00AM To 11:00	DPM DPM DPM DPM DPM
Sunday From 1:00PM To 11:00PM Sunday From 1:00PM To 11:00	
Times (Daily Schedule) Field # 3 Times (Daily Schedule) Fi	eld # 4
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 Triday From 3:00PM To 11:00PM Saturday From 8:00AM To 11:00PM Sunday From 1:00PM To 10PM To 11:00PM Sunday From 1:00PM To Dark	
Times (Daily Schedule) Field # 5	eld # 6
Monday From To Monday From To Tuesday From 3:00PM To Dark Tuesday From To Wednesday From 3:00PM To Dark Wednesday From To Thursday From 3:00PM To Dark Thursday From To Friday From To Friday From To Saturday From To Saturday From To Sunday From To	(to include
make up days for rain outs, etc.) to LFUCG no later than two (2) we the first game. Should the League change its schedule for any reas provide LFUCG with notice of the change as soon as possible, but circumstance shall the League provide LFUCG with less than twenty	eks before son, it shall it under no
hours advance notice of a schedule change.	EXCEPTION(S)
Name of League: South Lexington Youth Baseball Name of Park(s): Shillito Park / Meadowbrook Park	
Name/location of Field # 1:Bambino Field at Shillito Park	
Name/location of Field # 2: Bambino Field at Shillito Park	100
Name/location of Field # 3: Bambino Field at Shillito Park	
Name/location of Field # 4: T-Ball Field at Shillito Park/ plus T-Ball pra	ctice field
Name/location of Field # 5: Meadowbrook Park Field	STATES OF STATES
Name/location of Field # 6:	

25

4"

Length of	Fall Co	ntract: From _	August 14	<u>. 2017</u> To	October 23, 2017
Times (Dall	y Schedule) Fiel	<u>d # 1</u>		Times (Daily !	Schedule) Field # 2
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM
Times (Daily	<u> / Schedule) Fiel</u>	d # 3		Times (Daily S	Schedule) Field # 4
Thursday Friday Saturday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To 11:00PM To 11:00PM To 11:00PM To 11:00PM To 11:00PM	Thursday Friday	From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 3:00PM From 8:00AM From 1:00PM	To Dark To Dark To Dark To Dark To Dark
Times (Daily	Schedule) Field	d # 5		Times (Dally S	chedule) Field # 6
Tuesday Wednesday Thursday Friday Saturday		To Dark To Dark To Dark To Dark To Dark To	Tuesday Wednesday Thursday Friday Saturday	From From	To To To To To To To
,			Junuay	From	To

- c. 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.
- d. 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.
- e. 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.
- f. 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

phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.

- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions. All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- c. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- d. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st.
- e. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- f. LFUCG shall provide the following equipment and maintenance services for the Facilities:

- 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

as if such unenforceable or inapplicable provision had never been contained herein.

g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.

h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

JIM GRAY, MAYOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	LEAGUE PRESIDENT (Print or Type Name) 3916 Boston Rd. STREET ADDRESS			
DATE	CITY STATE ZIP CODE			
	859-608-439/ WORK PHONE HOME PHONE			
	E-MAIL ADDRESS Payerte, ky schools.			
	LEAGUE PRESIDENT SIGNATURE			
	2-21-/7 DATE			

X:\Cases\GENERAL\17-CC0063\CONT\00561954.DOC

Appendix A

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

Re	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 # Costper Rate Total Cost Rate Total Cost # Unit Cost Total Cost per Game **Participant** 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 Costper Rate Total Cost Rate Total Cost Unit Cost Total Cost per Game **Participant** 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 # Cost per Rate Total Cost Rate Total Cost Unit Cost # Total Cost per Game Participant

Appendix B

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

Reporting Year			
	Spring Season		
	Summer Season		
	Fall Season		

LEAGUE FINANCIAL REPORT

Repost must be turned in to the Athletics Department [545 N. Upper Street, Lexington KY 40508] no later than one (1) month after the conclusion of league play. Supporting documentation should also be submitted.

after the conclusion of league play. Supporting document	·
League Name Total Number of League Participants	
Total Number of Control	Cost of Scholarships Awarded
Total Number of Games (Season & Tourn	aments)
Anticipated Annual League Budget	
League Asset Balance a	t Beginning of Season:
League Income	
Registration Fees (Sum of All Divisions):	
Booster Fees (Sum of All Divisions):	
Concession Revenue:	
Fundraising Revenue:	
Donations/Scholarships:	
Other /:	
Other /	
Other /	
League Expense (Attach Symposius D	Total Income: centation) rs. Photocopies of receipts must be made available upon request.
League Concession Expenses/Season:	request.
Fundraising Expenses:	
Paid Staff/	
Other/	
Other/	
Other/	
Other /	
Od.	
Other/:	
psk	Total Expense:
Current L	engue Asset Balance:
League President:	
Report Submitted by:	-
	Date Submitted:

Appendix C

& RECERTATION LEXINGTON, KY Policy Number:

Policy: Physical and Verbal Altercation

Page: 1 of 4

Originator: Chuck Ellis

BHonout Authorized by: Jerry Hancock, Director

Date:

References: 8.4.3 Handling of Disruptive Behavior

Revision Date:

Revision Date: 5/3/2011

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 nevise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Parks & Phorestion Lexington, ky

Dear Participant / Speciator / 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

_eaders;

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 fain/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. Flghting

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 <u>Leaders</u>

First Offense - Lifetime suspension as a leader or participant in LPUCG 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.

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 LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an 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.

Appendix D

lexingron, ky

Policy: Participant Protection

Policy Number 1.4.1-2012

l of4

Originator: Chris Cooperrider

Date: 6/28/2012

Date:

References: Policies CAPRA 1.4.1

Revision Date:

Revision Date:

Revision Date:

Purpose

Young whictes 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 valuerabilities of childhood. It is the responsibility of all achilis 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, voluntaers, and chaperones are in positions of authority and trust. While the majority of adults sack to create a positive experience for youths, some may seek to take advantage of a child's must and use their position for purposes that can damage a child's positive developmental experience. All persons on LFOCG property or parks or in LPUCG 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 LFUCO 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 harasement may take several forms including but not himsted to any improper or indepropriate 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, husmitiating, demenning, or offensive provents or limits the enjoyment of the sport, program, and development of a young individual. Harassment may come from adults, tennager, or other child. LFUCG Division of Parks and Recreation will not tolerate or condens 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 goardian.

 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 percutal 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 approximate Kentucky State Police, the Cabinet or its designated representative; the communivesities 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 of is in read of immediate projection cell 911, otherwise call the child protection in think at 1-077-bit observes call the

All reports of child abuse depuring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 286-2963 and/or email Deputy Director of Parks at cascider delection by Child abuse investigations will be conducted by police and/or sould service preferenced. 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 etimic backgrounds, attitudes concerning parenting and professional training contribute to an individual's definition. Commonly acceptable dufinitions 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 holine for help on whether a specific incident must be reported. KRS 629.080(1) states that persons acting in good feith have civil and criminal immunity from prosecution making a report or assisting legal authorities. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonweelth of Kentucky has provided a child abuse and neglect bookies to help with additional questions that is available on line:

http://straky.gov/n/iceochyse/0984fd14-4487-4055-9010-98-3/43-58-9/0/calldebuseal-ron-edectorokie-ed



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