#### Contract # 54-2014

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

#### FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the <u>Eastern Little League</u> hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

#### **GENERAL TERMS:**

- Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
  - Any illegalities dealing with children/minors.
  - Any illegalities of a sexual nature.
  - Drug-related convictions within 2 years.
  - Drug Trafficking convictions within 5 years.
  - Any crimes of violence within 2 years.
  - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

- Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
- 3 The facility agreement only provides usage of the park facility at the time and location designated herein.

- No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

#### A. FACILITY:

Name of League: Eastern Little League

Name of Park(s): Ecton Park / Lansdowne-Merrick Park / Southland Park

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 Baseball Field

Name/location of Field # 4: Lansdowne-Merrick Park Lower Field

Name/location of Field # 5: Southland Park Small Field

Name/location of Field # 6:

Length of Contract: From March 1, 2014 To July 31, 2014

Times (Daily	) Field # 1	Times (Daily	Schedu	le) Field #2					
Monday	From 3	3:00PM	To	Dark	Monday	From	3:00PM	To	Dark
Tuesday	From 3	3:00PM	To	Dark	Tuesday	From	3:00PM	To	Dark
Wednesday	From 3	3:00PM	To	Dark	Wednesday	From	3:00PM	To	Dark
Thursday	From 3	3:00PM	To	Dark	Thursday	From	3:00PM	To	Dark
Friday	From 3	3:00PM	To	Dark	Friday	From	3:00PM	To	Dark
Saturday	From 8	8:00AM	To	Dark	Saturday	From	8:00AM	To	Dark
Sunday	From 1	12:00PM	To	Dark	Sunday	From	12:00PM	To	Dark
•		ay games s			*Week	day games st	art at 4	:00pm.	

\*\* Batting Cages at Ecton Park: No use before 8:00am-Signage posted by League NOTE: Parking at Ecton Park Strictly enforced by police. Illegal parking subject to towing/ticket

	Times (Daily S	Schedul	e) Field#3	3	Times (Daily Schedule) Field # 4						
	Monday	From	3:00PM	To	Dark		Monday	From	3:00PM	To	Dark
	Tuesday	From	3:00PM	To	Dark		Tuesday	From	3:00PM	To	Dark
	Wednesday	From	3:00PM	To	Dark		Wednesday	From	3:00PM	To	Dark
	Thursday	From	3:00PM	To	Dark		Thursday	From	3:00PM	To	Dark
	Friday	From	3:00PM	To	Dark		Friday	From	3:00PM	To	Dark
4	Saturday Sunday	From	8:00AM	To	Dark		Saturday	From	8:00AM	To	Dark
) }	Sunday	From	1:00PM	To	Dark		Sunday	From	1:00PM	To	Dark
. V	·		12:00	MW	)		-				
	Times (Daily	Schedu	le) Field # 5				Times (Daily Schedule) Field # 6				

THITOO (DUIT)	oonoaa	oj i iola ii o	•		Timos (Bally C	cricatio) i icia # 0	
Monday	From	3:00PM	To	Dark	Monday	From	To
Tuesday	From	3:00PM	To	Dark		From	To
Wednesday	From	3:00PM	To	Dark	Wednesday	From	To
Thursday	From	3:00PM	To	Dark	Thursday	From	To
Friday	From	3:00PM	To	Dark	Friday	From	To
Saturday	From	MA00:8	To	Dark	Saturday	From	To
Sunday	From	1:00PM	To	Dark	Sunday	From	To

The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or NOTE: games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

#### MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

**EXCEPTION(S)** 

**Ecton Park** Big Band & Jazz Concerts **TBD** 

Kirklevington Park Spangler Rd Field

& Redding Rd Field March 1 – April 6 Mon -Fri 3:00p-Dark Saturday 8:00a-Dari Sunday 1:00p-Dark

- 1. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.
- 2. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- 3. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility.

  Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
- 4. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
- 5. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
- 6. The Division of Parks and Recreation will perform the following maintenance services:
  - · Provide bases, home plates, pitching plates, and base pegs
  - · Clean complexes and parking lots: provide refuse collection and grounds pick-up
  - Clean and stock restrooms
  - · Repair bleachers, fences, scoreboards, and irrigation systems
  - Provide trash cans and picnic tables
  - Drag practice fields
  - · Mow outside complex (limited schedule)

Franchise League will provide the following services:

- Drag and mark game fields
- Cut grass, edge, and trim within game fields
- Provide marking dust and quick dry
- Perform turf repairs and aerate within game fields

#### C. MISCELLANEOUS

- The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- 3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
- 7. The League President or his/her designee will be the only contact with the Division.

- 8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- 9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted as soon as filed, but no later than April 15 of the tax year covering the season.
- 13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
- 14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements 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.
- 17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.

- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.
- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
- 21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D.

SIGNATURES	1 1 1 1 1
Evelyn Bolofra (acting)	Mindy Woodall
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	3/21 Warrenwood Wyna
$Q_1$	STREET ADDRESS
The Wash	Levelation VV 4050Z
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
Ce (	1-6217230 296-966
Cea	WORK PHONE, HOME PHONE
	mwoodalloinsialtob.com
	E-MAJL ADDRESS,
	Thurdy Woodell
	LEAGUÉ PRESIDENT SIGNATURE
	2/19/70/4
N · /	DATE / /
Lan Oran	
MAYOR, LEKING ON-FAYETTE URBAN COUNTY GOVERNI	MENT
	· <del>-</del> ··
4/25/14	
DATE OF AND	OL .
MATTE WWW. NUURA YOU LA COUNTY	/ 1 1
The state of the s	Clerk

CERTIFICATE OF LIABILIT	Y INSURANCE	DATE	2/10/14
Keystone Risk Managers, LLC	CERTIFICATI	E# 3170307-1	
1995 Point Township Drive Northumberland, PA 17867			1 17 03
TIONAL NAMED INSURED:		INSURERS A	FFORDING COVERAGE:
LEXINGTON EASTERN N	INSURER A:	LEXINGTON INSURANCE COMPA	
MINDY WOODALL 3121 WARRENWOOD WYN	·	INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURAL COMPANY OF PITTSBURGH, PA
LEXINGTON	KY 40502		
<b>7</b> ~,		INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

#### **COVERAGES**

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

VSR TR	ADD'L INSRD					POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
-		$\vdash$	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,00
Α	X	X,	OCCURRENCE	011225803	2/07/2014	1/01/2015	GENERAL AGGREGATE	\$5,000,0C
				Property Damage Dedu	uctible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,00
							SEXUAL ABUSE OCCURRENCE	\$1,000,00
		X	SEXUAL ABUSE				SEXUAL ABUSE AGGREGATE	\$2,000,00
		-	MEDICAL PAYMENTS				ANY ONE PERSON	
		+					EACH LOSS	\$1,000,000
A	X		DIRECTORS & OFFICERS	15819360	1/01/2014	1/01/2015	AGGREGATE	\$1,000,000
Α	Х				1/01/2015	EACH LOSS	\$35,000	
			CRIME COVERAGE	Crime Deductible: \$25	AGGREGATE	NONE		
В	х		SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2014	1/01/2015	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

## "X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

#### ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respec liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such persor organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unit performed by the above named Little League and

2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT 2. FAYETTE COUNTY PUBLIC SCHOOL DISTRICT

INSURED	CANCELLATION
Little League Baseball Risk Purchasing Group, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NO TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.
539 U.S. RT. 15 HIGHWAY	Shall the
South Williamsport, PA 17702	AUTHORIZED REPRESENDATIVE

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

Name Of Additional Insured Person(s) Or Organization(s)

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

200 East Main Street, Lexington, KY 40507

POLICY CLARIFICATION: INSURANCE IS PRIMARY PER CG0001 12 07

**BLANKET—AS REQUIRED BY WRITTEN CONTRACT** 

ADDITIONAL INSURED(S) LISTED ON CERTIFICATE OF LIABILITY INSURANCE

WHO IS INSURED (SECTION II) OF THE GENERAL LIABILITY POLICY IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED LITTLE LEAGUE'S MAINTENANCE OR USE OF BALL FIELDS, OR OTHER PREMISES LOANIED, DONATED OR RENTED TO THAT LITTLE LEAGUE BY SUCH PERSON OR ORGANIZATIONS AND SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSIONS:

- 1. STRUCTURAL ALTERATIONS, NEW CONSTRUCTION, MAINTENANCE, REPAIR OR DEMOLITION OPERATIONS PERFORMED BY OR ON BEHALF OF THE PERSON OR ORGANIZATION DESIGNATED IN THE SCHEDULE UNLESS PERFORMED BY THE ABOVE NAMED LITTLE LEAGUE AND
- 2. THAT PART OF THE BALL FIELD OR OTHER PREMISES NOT BEING USED BY THE ABOVE NAMED LITTLE LEAGUE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II — Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

### **ENDORSEMENT #4**

THIS ENDORSEMENT EFFECTIVE: 01/01/14 AT 12:01 AM FORMS A PART OF POLICY NO.: 011225803

ISSUED TO: LITTLE LEAGUE BASEBALL RISK PURCHASING GROUP, INCORPORATED

BY: LEXINGTON INSURANCE COMPANY

IN CONSIDERATION OF THE PREMIUM CHARGED AT INCEPTION, IT IS HEREBY AGREED AND UNDERSTOOD THAT FORM 72984 4/99 "ADDITIONAL INSUREDS" IS AMENDED PER ATTACHED.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Zath Ryin

Authorized Representative or Countersignature

Contract #54-2014

R-202-2014

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

#### **FACILITY USAGE AGREEMENT**

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the <u>Lexington Fast Pitch League</u> hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

#### **GENERAL TERMS:**

- Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
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  - Drug-related convictions within 2 years.
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All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

- 2 Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
- 3 The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

#### A. FACILITY:

Sunday

From\_

1. Name of League: Lexington Fast Pitch League

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:

2. Length of Contract: From March 1, 2014 To July 31, 2014

Times (Daily	Schedule) Field #	<u></u> <u>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 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 8:00AM From 1:00PM	To 11:00PM		
Times (Daily	Schedule) Field # 3	<u>3</u>	Times (Daily	Schedule) Field # 4			
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	To To To To To	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From From	To To To To To To To To		
Times (Daily	Schedule) Field # 5	<u> </u>	Times (Daily	Times (Daily Schedule) Field # 6			
Monday Tuesday Wednesday Thursday	From From From	To To To	Monday Tuesday Wednesday Thursday	From From From	To To To		
Friday Saturday	From From	To To	Friday Saturday	From From	To To		

EXCEPTION(S)

Fields 1 & 2

Middle School State
Tournament
May 10-11

Fields 1 & 2

NSA Fast Pitch State
Tournament
July 4-6

BGSG Tournament
July 11-13
Constitution Fields

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

Sunday

From

To\_

#### B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

To\_

1. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

- 2. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
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- 6. The Division of Parks and Recreation will perform the following maintenance services:
  - Provide bases, home plates, pitching plates, and base pegs
  - Clean complexes and parking lots: provide refuse collection and grounds pick-up
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- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- 9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted as soon as filed, but no later than April 15 of the tax year covering the season.
- 13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
- 14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements 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.
- 17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
- 21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D.	SIGNATURES En Belagna (acting)	Idia Day Forms
	DIRECTOR DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
		4108 Kookwood PKW
	$\mathcal{A}$	STREET ADDRESS
	Jer Wheel	Lex. KU 4050
	COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
		- 859-489-8539
		WORK PHONE HOME PHONE
		down force Dividition not
		down torns a) windstream not
		E-MAIL ADDRESS
		1) mitini
		LEAGUE PRÉSIDENT SIGNATURE
		2-24-14
	h - /.	DATE

MAYOR, LEKINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

ATTEST



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 2/20/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

Ç(	ne terms and conditions of the policy ertificate holder in lieu of such endor	, cen seme	aın p ent(s)	olicies may require an e ).	ndorse	ment. A sta	tement on th	is certificate does not o	onfer	rights to the	
PRO	DUCER				CONTA NAME:	СТ				<del></del>	
Westpoint Insurance Group, Ltd.					PHONE (A/C. No. Ext): (800) 318-7709 FAX (A/C. No. Ext): (708) 636-3915						
59	20 W. 111th St				E-MAIL ADDRE	SS:		1 120, 110).			
					7.122.132		URER(S) AFFOR	RDING COVERAGE		NAIC #	
Ch.	icago Ridge IL 60	415	<b>i</b>		INSURE			urance Co.		INAIG #	
INSU	JRED					RB:Axis (					
					INSURE					1	
Na	tional Softball Associat	ion	ı		INSURE						
Р.	0. Box 7				INSURE						
Ni	cholasville KY 40	340	)		INSURE						
				NUMBER:CL1422054	368		******	REVISION NUMBER:		<u> </u>	
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	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
Α	CLAIMS-MADE X OCCUR	x		66324699		01/01/2014	01/01/2015	MED EXP (Any one person)	\$	5,000	
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						,		GENERAL AGGREGATE	s	4,000,000	
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- OTH-			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$		
	(Mandatory in NH)	14,7						E.L. DISEASE - EA EMPLOYEE	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
В	Excess Accident Medical			SRPO-50299-214		01/01/2014	01/01/2015	\$250 Deductible	-	100,000	
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Ple	ease note - NSA Sanctioned	Lea	igue	s must adhere to	the r	ules and	regulation	ons of the NSA.			
CE	RTIFICATE HOLDER				CANO	CELLATION		· · · · · · · · · · · · · · · · · · ·			
Fayette County Public Schools 701 E Main Street						EXPIRATION ORDANCE WI	N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.	ANCEI BE DI	LED BEFORE	
	Lexington, KY 40502				AUTHO	RIZED REPRESE	ENTATIVE				

Terri Tomasik/HAM



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2014

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REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL Westpoint Insurance Group, Ltd. (800) 318-7709 FAX (A/C, No): (708) 636-3915 5920 W. 111th St ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # Chicago Ridge IL 60415 INSURER A: Lexington Insurance Co. INSURED INSURER B :Axis Global INSURER C : National Softball Association INSURER D : P.O. Box 7 INSURER E : Nicholasville KY 40340 INSURER F: **COVERAGES** CERTIFICATE NUMBER:CL1422054366 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF POLICY EXP (MM/DD/YYYY) **TYPE OF INSURANCE** POLICY NUMBER LIMITS GENERAL LIABILITY 01/01/2014 01/01/2015 Α 66324699 EACH OCCURRENCE 3,000,000 X COMMERCIAL GENERAL LIABILITY 300,000 PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) 3,000,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 PRODUCTS - COMP/OP AGG | \$ POLICY PRO-JECT PARTICIPANT LEGAL LIAB \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** \$ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ Excess Accident Medical 01/01/2014 01/01/2015 SRPO-50299-214 \$250 Deductible 100,000 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Coverage is in effect during the practice and play of amateur softball. The certificate holder is an additional insured under the NSA policies listed above. Coverage for this team is effective: 02/19/14-01/01/15 Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. NSA Sanction Numbers: 2014KYSR0069 thru 2014KYSR0081 AUTHORIZED REPRESENTATIVE Lexington Fast Pitch Softball 1213 Iron Lace Ct Lexington, KY 40509 البركيسيان ويسبح بعكمين مماكي مستزرون والمان يمثران Terri Tomasik/HAM



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DATE (MM/DD/YYYY) 2/20/2014

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#### Contract #54-2014

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

#### **FACILITY USAGE AGREEMENT**

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the **Northern Cal Ripken** hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

#### **GENERAL TERMS:**

- 1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
  - · Any illegalities dealing with children/minors.
  - Any illegalities of a sexual nature.
  - Drug-related convictions within 2 years.
  - Drug Trafficking convictions within 5 years.
  - Any crimes of violence within 2 years.
  - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

- 2 Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
- 3 The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- 5 The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

#### A. FACILITY:

1. Name of League: Northern Cal Ripken

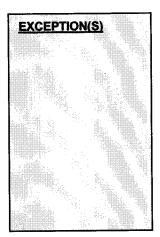
Name of Park(s): Kenawood Park / Marlboro Park / Mary Todd Park

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:

2. Length of Contract: From March 1, 2014 To July 31, 2014

2. Length of Contract. 110m101010		
<u>Times (Daily Schedule) Field # 1</u> <u>Times (Daily Schedule) Field # 2</u>		
Monday From 3:00PM To 11:00PM Monday From 3:00PM	То	Dark
Tuesday From 3:00PM To 11:00PM Tuesday From 3:00PM	To	Dark
Wednesday From 3:00PM To 11:00PM Wednesday From 3:00PM	To	Dark
Thursday From 3:00PM To 11:00PM Thursday From 3:00PM	To	Dark
Friday From 3:00PM To 11:00PM Friday From 3:00PM	То	Dark
Saturday From 8:00AM To 11:00PM Saturday From 8:00AM	To	Dark
Sunday From 1:00PM To 11:00PM Sunday From 1:00PM	To	Dark
<u>Times (Daily Schedule) Field # 3</u> <u>Times (Daily Schedule) Field # 4</u>		
Monday From 3:00PM To Dark Monday From 3:00PM	То	Dark
Tuesday From 3:00PM To Dark Tuesday From 3:00PM	To	Dark
Wednesday From 3:00PM To Dark Wednesday From 3:00PM	To	Dark
Thursday From 3:00PM To Dark Thursday From 3:00PM	To	Dark
Friday From 3:00PM To Dark Friday From 3:00PM	To	Dark
Saturday From 8:00AM To Dark Saturday From 8:00AM	To	Dark
Sunday From 1:00PM To Dark Sunday From 1:00PM	To	Dark
- Canada		
<u>Times (Daily Schedule) Field # 5</u> <u>Times (Daily Schedule) Field # 6</u>		
Monday From To Monday From	To_	
Tuesday From To Tuesday From	To_	
Wednesday From 3:00PM To Dark Wednesday From	To_	
Thursday From To Thursday From	To_	
Friday From 3:00PM To Dark Friday From	To_	
Saturday From To Saturday From		



NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

Sunday

From\_

## B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

Τo

From

Sunday

1. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

To

- 2. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- The Division reserves the right to add to, repair or make any changes it deems necessary to the facility.
   Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
- 4. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
- 5. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
- 6. The Division of Parks and Recreation will perform the following maintenance services:
  - Provide bases, home plates, pitching plates, and base pegs
  - Clean complexes and parking lots: provide refuse collection and grounds pick-up
  - Clean and stock restrooms
  - Repair bleachers, fences, scoreboards, and irrigation systems
  - Provide trash cans and picnic tables
  - · Drag practice fields
  - Mow outside complex (limited schedule)

Franchise League will provide the following services:

- Drag and mark game fields
- Cut grass, edge, and trim within game fields
- Provide marking dust and quick dry
- Perform turf repairs and aerate within game fields

#### C. MISCELLANEOUS

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- The League must submit a certificate of all insurances to the Division Athletics Department before the first use
  of the facility each season. The Lexington Fayette Urban County Government must be included as an
  Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
- 7. The League President or his/her designee will be the only contact with the Division.
- 8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM

- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- 9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted as soon as filed, but no later than April 15 of the tax year covering the season.
- 13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
- 14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements 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.
- 17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
- 21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES	
EvelynBologra (acting	BILLY HOBBS
DIRECTOR DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	306 MANHATTAN DIZ.
	STREET ADDRESS
/ self leer	LEX KY 40505
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
	859-608-9098
	WORK PHONE HOME PHONE
	billy hobbs 1975@gmailicon
	E-MAIL ADDRESS
	Killeda
	LEAGUE PRESIDENT SIGNATURE
	2/24/14
	DATE
Wim Unan	
MAYOR, LEXINGTO 1-FAYETTE URBAN COUNTY G	OVEDNIMENT
MAYOR, LEXINGTON-FATET BURBAN COUNTY G	OVERNMENT
4/25/19	<del></del>

Multe Molly Deputy Cancil Clerk

## ACORD<sub>TM</sub>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MW/DD/YYYY) 3/4/2014

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Cheryl Pettibone** PRODUCER NAME FAX (A/C, No): PHONE (A/C, No. Ext): 800-441-3994 K&K Insurance Group, Inc. 1712 Magnavox Way E-MAIL Cheryl.Pettibone@kandkinsurance.com ADDRESS P.O. Box 2338 PRODUCER CUSTOMER ID #: Fort Wayne, IN 46801 NAIC # INSURER(S) AFFORDING COVERAGE Nationwide Life Insurance Co. INSURER A: INSURED Nationwide Mutual Insurance Co. INSURER B: NORTHERN CAL RIPKEN LEAGUE INSURER C: PO Box 55491 INSURER D: 40555 Lexington, KY, **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR LIMITS POLICY NUMBER TYPE OF INSURANCE LTR \$2,000,000 EACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 X COMMERCIAL GENERAL LIABILITY В 5,000 MED EXP (Any one person) Х CLAIMS-MADE X OCCUR 02/28/2014 12:01AM 02/01/2015 \$2,000,000 PERSONAL & ADV INJURY RPG-260761-00 12:01 AM GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER \$2,000,000 PARTICIPANT LEGAL LIABILITY PROJECT LOC POLICY COMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY (Ea Accident BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) ALL OWNED AUTOS 02/01/2015 PROPERTY DAMAGE 02/28/2014 12:01AM RPG-260761-00 SCHEDULED AUTOS В 12:01 AM (Per accident) Х HIRED AUTOS NON-OWNED AUTOS X EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE DEDUCTIBLE RETENTION TORY LIMITS OTHER WORKERS COMPENSATION AND EMPLOYERS' LIABLITY ANY PROPRIETORSHIP/PARTNI EXECUTIVE OFFICER/MEMBER E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE EXCLUDED? (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT 10,000 02/28/2014 12:01AM 02/01/2015 AD&D PRIMARY MEDICAL SPP-260762-00 12:01 AM 250,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. RE: Owner, manager or lessor of the premises where you conduct practices or games SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. LEUCG AUTHORIZED REPRESENTATIVE 200 East Main Street Lexington, KY 40507

## Contract # 54-2014

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

## FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the <u>South Lexington</u> <u>Babe Ruth</u> hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

#### **GENERAL TERMS:**

- Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
  - Any illegalities dealing with children/minors.
  - Any illegalities of a sexual nature.
  - Drug-related convictions within 2 years.
  - Drug Trafficking convictions within 5 years.
  - Any crimes of violence within 2 years.
  - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

- 2 Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
- 3 The facility agreement only provides usage of the park facility at the time and location designated herein.

- No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

#### A. FACILITY:

Name of League: South Lexington Babe Ruth 1.

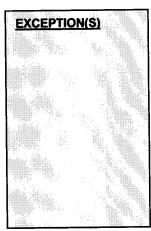
Name of Park(s): Shillito Park

Name/location of Field # 1: Shillito Field A Name/location of Field # 2: Shillito Field B Name/location of Field # 3: Shillito Field C

Name/location of Field # 4: Name/location of Field # 5: Name/location of Field # 6:

Length of Contract: From March 1, 2014 To July 31, 2014

2. Le	2. Length of Contract: From March 1, 2014 10 Suly 31, 2014								
Times (Daily S	<u>Schedul</u>	e) Field # 1			Times (Daily Schedule) Field # 2				
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	11:00PM 11:00PM 11:00PM 11:00PM 11:00PM 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	11:00PM 11:00PM 11:00PM 11:00PM 11:00PM 11:00PM 11:00PM
Times (Daily	Sche <u>dul</u>	e) Field # 3			Times (Daily Schedule) Field # 4				
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	11:00PM 11:00PM 11:00PM 11:00PM 11:00PM 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_ From_ From_ From_ From_		To To To To	
Times (Daily	le) Field # 5		Times (Daily Schedule) Field # 6						
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_ From_ From_ From_ From_		To_ To_ To_ To_ To_		Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From_ From_ From_ From_ From_		To. To. To. To.	



The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or NOTE: games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

## MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

- 2. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- The Division reserves the right to add to, repair or make any changes it deems necessary to the facility.
   Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
- 4. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
- 5. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
- The Division of Parks and Recreation will perform the following maintenance services:
  - Provide bases, home plates, pitching plates, and base pegs
  - Clean complexes and parking lots: provide refuse collection and grounds pick-up
  - Clean and stock restrooms
  - Repair bleachers, fences, scoreboards, and irrigation systems
  - Provide trash cans and picnic tables
  - Drag practice fields
  - Mow outside complex (limited schedule)

Franchise League will provide the following services:

- Drag and mark game fields
- · Cut grass, edge, and trim within game fields
- Provide marking dust and quick dry
- · Perform turf repairs and aerate within game fields

#### C. MISCELLANEOUS

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- 2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- The League must submit a certificate of all insurances to the Division Athletics Department before the first use
  of the facility each season. The Lexington Fayette Urban County Government must be included as an
  Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
- 7. The League President or his/her designee will be the only contact with the Division.
- 8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM

- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- 9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted as soon as filed, but no later than April 15 of the tax year covering the season.
- 13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
- 14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements 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.
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D. SIGNATURES	•
Evelen Bolofra (acting)	Joe Bauer
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
	1388 Copper Creek Dr
	STREET ADDRESS
Dolf Rus	Lexington Ky 40514
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
1	(859) 422 3880 &59) #227-4567
	WORK PHONE HOME PHONE
	JBAUER @ BBANDT. COM
	E-MAIL ADDRESS
	del Dare
	LEAGUE PRESIDENT SIGNATURE
Α	2/26/14
	DATE
Jan Chan	
MAYOR, EXINGTON-FATETTE URBAN COUNTY GOVERNME	=NT
: 112	-111
7125119	
DATE OF THE PROPERTY OF THE PR	
Marketal /// (0000) Donate Carrol	1 Clerk
ATTEST	

## ACORD.

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 2/24/2014

	TO TO	/ L., I `	Z 1 11	IOAILOI		INIOU	KANCE	2/24/2014	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
tne	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
	DDUCER				CONTACT	Cheryl	Pattihone		
K8	K insurance Group, Inc				NAME: Cheryl Pettibone PHONE (AC No Ext): 800-441-3994				
	12 Magnavox Way				(A/C, No. Ext):		(A/C, NO):		
P.O. Box 2338  Fort Wayne, IN 46801  E-MA L ADDRESS: CheryLPettibone@kandkinsurance.com PRODUCER CUSTOMER ID #:									
	URED						ORDING COVERAGE vide Life Insurance Co.	NAIC#	
					INSURER A:				
	OUTH LEXINGTON BABE RUTH LEAGUE	E			INSURER C:	Nauonv	vide Mutual Insurance Co.		
	D Box 23846 exington, KY, 40523				INSURER D:				
_	wington, 1(1, 40020								
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	GENERAL LIABILITY	T			Accompany (1111)	Variable (111)	EACH OCCURRENCE	\$1,000,000	
В	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED	\$ 300,000	
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 5,000	
				RPG-260761-00	02/21/2014 12:01AM	02/01/2015	PERSONAL & ADV INJURY	\$1,000,000	
					12.01AW	12:01 AM	GENERAL AGGREGATE	\$5,000,000	
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•	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$1,000,000	
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	AND EMPLOYERS' LIBBLITY Y/N ANY PROPRIETORSHIP/PARTNER/				1		TORY LIMITS OTHER		
	EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT		
	(Mandatory in NH) If yes, describe under				1		E.L. DISEASE - EA EMPLOYEE		
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
	PARTICIPANT ACCIDENT				02/21/2014				
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (Alfa	ch ACC	ORD 101, Additional Remark	cs Schedule, If mo	e space is requi	red)	<u> </u>	
٩DD	ITIONAL INSURED: ANY PERSON, OF MOTER, BUT SOLELY WITH RESPECT	RGAN	IZAT	ION OR FINTITY WHI	O IS ENGAGE	D IN DROVII	DING THE PREMISES, IS A	SPONSOR OR CO-	
SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE									
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	200 EAST MAIN STREET					1 1			
	LEXINGTON, KY 40507					Acott human			

#### Contract # 54-2014

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

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#### **GENERAL TERMS:**

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  - Any crimes of violence within 2 years.
  - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

- 2 Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
- 3 The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

#### A. FACILITY:

Sunday

From

1. Name of League: Southeastern Babe Ruth

Name of Park(s): Veterans Park

Name/location of Field # 1: Southeastern Babe Ruth Main Field

Name/location of Field # 2: Southeastern Babe Ruth Lincoln Field

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

In effort to be good neighbors with the surrounding residents the Batting Cage hours are 8:00am – 10:00pm

2. Le	ength of	Contract:	Fron	n <u>March 1, 1</u>	2014 To <u>Ju</u>	ly 31, 2	2014		
Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field # 2									
Monday	From	3:00PM	То	11:00PM	Monday	From	3:00PM	То	Dark
Tuesday	From	3:00PM	To	11:00PM	Tuesday	From	3:00PM	To	Dark
Wednesday	From	3:00PM	To	11:00PM	Wednesday	From	3:00PM	To	Dark
Thursday	From	3:00PM	To	11:00PM	Thursday	From	3:00PM	To	Dark
Friday	From	3:00PM	To	11:00PM	Friday	From	3:00PM	To	Dark
Saturday	From	8:00AM	To	11:00PM	Saturday	From	8:00AM	To	Dark
Sunday	From	1:00PM	То	11:00PM	Sunday	From	1:00PM	То	Dark
Times (Daily	e) Field # 3		Times (Daily	Schedu	le) Field #4				
Monday	From_		To_		Monday	From		To_	
Tuesday			To		Tuesday			To_	
Wednesday			To		Wednesday				
Thursday		<u> </u>	To		Thursday	From		To_	
Friday	From_	,	To.	<u></u>	Friday	From			
Saturday	From_		To_		Saturday	From			
Sunday	From_	·	To_		Sunday			To_	
Times (Daily	Schedul	le) Field # 5		Times (Daily	Schedu	le) Field # 6			
Monday	From_		To_		Monday	From		To_	
Tuesday			To		Tuesday			To_	
Wednesday					Wednesday	From		To_	
Thursday					Thursday	From		To_	
Friday			To	· · · · · · · · · · · · · · · · · · ·	Friday			To_	
Saturday					Saturday			To	



EXCEPTION(S)

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

Sunday

From

To\_

#### B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

To

 Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

- 2. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- 3. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility.
  Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
- 4. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
- No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
- 6. The Division of Parks and Recreation will perform the following maintenance services:
  - Provide bases, home plates, pitching plates, and base pegs
  - Clean complexes and parking lots: provide refuse collection and grounds pick-up
  - · Clean and stock restrooms
  - Repair bleachers, fences, scoreboards, and irrigation systems
  - Provide trash cans and picnic tables
  - Drag practice fields
  - Mow outside complex (limited schedule)

Franchise League will provide the following services:

- Drag and mark game fields
- · Cut grass, edge, and trim within game fields
- Provide marking dust and quick dry
- · Perform turf repairs and aerate within game fields

#### C. MISCELLANEOUS

- 1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
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  of the facility each season. The Lexington Fayette Urban County Government must be included as an
  Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
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- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
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- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted as soon as filed, but no later than April 15 of the tax year covering the season.
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- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses.

  Use of lights is to be used for scheduled practices and/or games only.
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- 21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

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The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES	۸
EvelynBologna (acting)	Jasan Bengo
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
,	720 Rose Hurst Way
la n m	STREET ADDRESS
I willep	Centrator LY 40515
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
~	859 361 1228
	WORK PHONE HOME PHONE
	horge lason 6 gina; l. con
	E-MAIL ADDRESS
	LEAGUE PRESIDENT SIGNATURE
A	2/19/2014
\a. /A. (	DATE /
you your	

Melly, Deputy Cancil Clerk

## ACORD.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/6/2014

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Cheryl Pettibone** NAME K&K Insurance Group, Inc PHONE (A/C, No. Ext): FAX (A/C, No): 800-441-3994 1712 Magnavox Way E-MAIL P.O. Box 2338 Cheryl.Pettibone@kandkinsurance.com ADDRESS: PRODUCER Fort Wayne, IN 46801 CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC # INSURED INSURER A: Nationwide Life Insurance Co. INSURER B: Nationwide Mutual Insurance Co. SOUTHEASTERN BABE RUTH LEAGUE INSURER C PO Box 23915 INSURER D: Lexington, KY, 40523 COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR ADDL SUBR INSR WVD POLICY EFF POLICY EXP **TYPE OF INSURANCE** POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTE COMMERCIAL GENERAL LIABILITY \$ 300,000 PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR MED EXP (Any one person) \$ 5,000 03/04/2014 12:01AM 02/01/2015 RPG-260761-00 PERSONAL & ADV INJURY \$2,000,000 12:01 AM GENERAL AGGREGATE \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS-COMP/OP AGG \$2,000,000 POLICY PROJECT LOC PARTICIPANT LEGAL LIABILITY \$2,000,000 COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** \$1,000,000 (Ea Accident) ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) 02/01/2015 PROPERTY DAMAGE 03/04/2014 12:01AM В SCHEDULED AUTOS RPG-260761-00 12:01 AM (Per accident) HIRED AUTOS Х X NON-OWNED AUTOS **UMBRELLA LIAB** OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DEDUCTIBLE RETENTION WORKERS COMPENSATION
AND EMPLOYERS' LIABLITY
ANY PROPRIETORSHIP/PARTNER/
EXECUTIVE OFFICER/MEMBER
EXCLUDED? WC STATU-TORY LIMITS OTHER Y/N E.L. EACH ACCIDENT N/A (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT 03/04/2014 12:01AM 02/01/2015 10.000 AD&D PRIMARY MEDICAL SPP-260762-00 12:01 AM 250,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Evidence of Coverage** Lexington Fayette Urban County Government 200 East Main St **AUTHORIZED REPRESENTATIVE** Lexington, KY 40507 nin

Contract #: 54-2014

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

#### **FACILITY USAGE AGREEMENT**

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the <u>South Lexington</u> <u>Youth Baseball</u> hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

#### **GENERAL TERMS:**

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- Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
  - Any illegalities dealing with children/minors.
  - Any illegalities of a sexual nature.
  - Drug-related convictions within 2 years.
  - Drug Trafficking convictions within 5 years.
  - Any crimes of violence within 2 years.
  - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

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- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

#### A. FACILITY:

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1. 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
Name/location of Field # 3: Bambino Field at Shillito Park

Name/location of Field # 4: T-Ball Field at Shillito Park / plus T-Ball practice field

Name/location of Field # 5: Meadowbrook Park Field

Name/location of Field # 6:

2. Length of Contract: From March 1, 2014 To July 31, 2014								
Times (Daily Schedule) Field # 1 Times (Daily Schedule) Field # 2								
Monday From 3:00PM	To <b>11:00PM</b>	Monday F	rom <b>3:00PM</b>	To 11:00PM				
Tuesday From 3:00PM	To 11:00PM	•	rom <b>3:00PM</b>	To 11:00PM				
Wednesday From 3:00PM	To 11:00PM	Wednesday F	rom <b>3:00PM</b>	To <b>11:00PM</b>				
Thursday From 3:00PM	To 11:00PM	Thursday F	From <b>3:00PM</b>	To <b>11:00PM</b>				
Friday From 3:00PM	To 11:00PM	Friday F	From <b>3:00PM</b>	To <b>11:00PM</b>				
Saturday From 8:00AM	To <b>11:00PM</b>	Saturday F	From 8:00AM	To <b>11:00PM</b>				
Sunday From 1:00PM	To 11:00PM	Sunday F	From <b>1:00PM</b>	To <b>11:00PM</b>				
•								
Times (Daily Schedule) Field # 3	1	Times (Daily Schedule) Field # 4						
Monday From 3:00PM	To 11:00PM	Monday F	From <b>3:00PM</b>	To <b>Dark</b>				
Tuesday From 3:00PM	To 11:00PM	Tuesday f	From 3:00PM	To <b>Dark</b>				
Wednesday From 3:00PM	To 11:00PM	Wednesday F	From <b>3:00PM</b>	To' <b>Dark</b>				
Thursday From 3:00PM	To 11:00PM	Thursday F	From <b>3:00PM</b>	To <b>Dark</b>				
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Times (Daily Schedule) Field # 5	<u> </u>	Times (Daily Schedule) Field # 6						
Monday From	To	Monday I	From	To				
Tuesday From 3:00PM	To <b>Dark</b>	•	From	To				
Wednesday From 3:00PM	To <b>Dark</b>		From	To				
Thursday From 3:00PM	To <b>Dark</b>	•	From	To				
Friday From	To	•	From	To				
Saturday From	To	•	From	To				
Sunday From	To	•	From	To				
•								

EXCEPTION(S)
4 Shillito Fields

BGSG
T-Ball Tournament
July 18-20
7U Tournament
July 18-20
12U Tournament
August 2-3

Shillito Fields TBD
by BGSG

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Э,	SIGNATURES	
	Eveler Bolohia (acting)	STEPHEN A. DAY
	DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
		3508 CEPILLS WAY
	7 100	STREET ADDRESS / / / / /
	Loff Reef	LEXINGTON KY 405CS
	COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
		859 322-0817 859 333-4652
		WORK PHONE HOME PHONE
		SCITHLEXINGTON BASEBALL & GMAIL. CO
		E-MAIL-ADORESS
		7 - 7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
		LEAGUE PRESIDENT SIGNATURE  2-20-(4
	A . /	DATE
	Mas. /Mas.	DATE
	MANAMA	
	MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERN	MENT
	4 (25) 14	
	DATE	- 4
	Motto Maller, Deputy Con	al Clerk
	ATTEST OF THE TOTAL OF THE TOTA	MI GOIF
	7117201 7	

#### ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT **Cheryl Pettibone** PHONE (A/C, No FAX (A/C, No): K&K Insurance Group, Inc 800-441-3994 No. Ext): 1712 Magnavox Way F-MÁII Cheryl.Pettlbone@kandkinsurance.com ADDRESS: PRODUCER CUSTOMER ID #: P.O. Box 2338 Fort Wayne, IN 46801 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: INSURED Nationwide Life Insurance Co. INSURER B: Nationwide Mutual Insurance Co. SOUTH LEXINGTON YOUTH CAL RIPKEN LEAGUE INSURER C: PO Box 24236 INSURER D: Lexington, KY, 40524 **COVERAGES CERTIFICATE NUMBER:** REVISION NUMBER: GENERAL LIABILITY EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED X COMMERCIAL GENERAL LIABILITY \$ 300,000 PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR Х MED EXP (Any one person) 5,000 02/01/2014 02/01/2015 RPG-260761-00 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS-COMP/OP AGG \$1,000,000 POLICY PROJECT PARTICIPANT LEGAL LIABILITY \$1,000,000 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$1,000,000 (Ea Accident) ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY (NJURY (Per accident) 02/01/2015 02/01/2014 12:01AM PROPERTY DAMAGE RPG-260761-00 В SCHEDULED AUTOS 12:01 AM (Per accident) X HIRED AUTOS X NON-OWNED AUTOS UMBRELLA LIAB **OCCUR** EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABLITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT N/A EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PARTICIPANT ACCIDENT 02/01/2014 12:01AM 02/01/2015 AD&D PRIMARY MEDICAL 10,000 SPP-260762-00 250,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. Owner, manager or lessor of the premises where you conduct practices or games SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **LFUCG** 200 Fast Main Street AUTHORIZED REPRESENTATIVE Lexington, KY 40507

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

#### FACILITY USAGE AGREEMENT

It is Urban County Government Policy that Facility Agreements may be established with incorporated non-profit organizations for the express purpose of providing youth sports for the youth of our community. This agreement provides for use of governmental resources by the organization for the benefit of the youth in the community. Therefore all proceeds from the Youth Sports Program must be used to benefit the designated Youth Program.

This agreement made and entered into, between the Lexington-Fayette Urban County Government, and the <u>Western Little League</u> hereinafter referred to as the League, for the express purpose of providing playing facilities for a youth program for the participants of the above mentioned League. This league must be a non-profit organization. Any proceeds above League expenses for the period of this agreement must be designated in one of the following manners; proceeds to be used for this program during the next facility agreement period, proceeds to be used for reduction of existing league debts, proceeds to be used for the improvements to Parks and Recreation facilities, or proceeds must be turned in to the Lexington-Fayette-Urban County Government and deposited in the General Fund.

In the event the program terminates and the organization has a fund balance after meeting league expenses, the fund balance must be used for approved Parks and Recreation improvements or returned to the Urban County Government's General Fund. All required field improvements must be submitted to the Division of Parks and Recreation in writing for approval prior to implementation of any action.

For the purposes of this agreement "Government" shall be the Lexington-Fayette Urban County Government, "Division" shall be the Lexington-Fayette Urban County Government Division of Parks and Recreation, and "Director" shall be the director of the Lexington-Fayette Urban County Government Division of Parks and Recreation.

#### **GENERAL TERMS:**

- 1. Each program shall conduct Criminal Records Checks on all volunteers before volunteers are assigned specific duties. All Leagues are required to enforce Lexington Fayette Urban County Government's minimum standards for prospective volunteers in positions dealing with children. Individuals found to have a history of any of the following are ineligible to participate in youth programs.
  - Any illegalities dealing with children/minors.
  - Any illegalities of a sexual nature.
  - Drug-related convictions within 2 years.
  - Drug Trafficking convictions within 5 years.
  - Any crimes of violence within 2 years.
  - Any pattern of alcohol-related convictions leading up to the present.

All leagues are required to keep accurate up to date records of all league volunteers and/or paid staff acting in an official capacity who have successfully passed their background checks for the upcoming season by meeting the minimum standards of LFUCG. The league must maintain their own records and submit to the Athletic Department a written statement signed by the League President that all individuals have successfully passed background checks. In addition, the league should maintain records for all league volunteers and/or paid staff candidates for review by the Division of Parks and Recreation upon request.

- Each League must provide a written statement to the Athletic Department containing the contact information of the organization they use to provide individual umpires, and the insurance provided to the sanctioned umpire by the organization.
- 3 The facility agreement only provides usage of the park facility at the time and location designated herein.

- 4 No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
- The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

#### A. FACILITY:

Name of League: Western Little League

Name of Park(s): Cardinal Run Park / Wolf Run Park

Name/location of Field # 1: Cardinal Run Field #1 (game use only-no practices)
Name/location of Field # 2: Cardinal Run Field #5 (game use only-no practices)
Name/location of Field # 3: Cardinal Run Field #2 (game use only-no practices)

(shared use per agreement with Southwest Lexington Pony Baseball League)

Name/location of Field # 4: Wolf Run Major League Field Name/location of Field # 5: Wolf Run Minor League Field

Name/location of Field # 6: Wolf Run T-ball Field

2. Length of Contract: From March 1, 2014 To July 31, 2014

July 31, 2014									
Times (Daily Schedule) Field # 1					Times (Daily Schedule) Field # 2				
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	11:00PM 11:00PM 11:00PM 11:00PM 11:00PM 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	11:00PM 11:00PM 11:00PM 11:00PM 11:00PM 11:00PM 11:00PM
Times (Daily	Schedu	le) Field # 3			Times (Daily	Schedu	le) Field # 4		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	11:00PM 11:00PM 11:00PM 11:00PM 11:00PM 11:00PM	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	Dark Dark Dark Dark Dark Dark Dark
Times (Daily Schedule) Field # 5					Times (Daily	Schedul	e) Field # 6		
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	Dark Dark Dark Dark Dark Dark Dark	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	From From From From From From	3:00PM 3:00PM 3:00PM 3:00PM 3:00PM 8:00AM 1:00PM	To To To To To To	Dark Dark Dark Dark Dark Dark Dark

EXCEPTION(S)

CR Fields 1-5

Little League
Tournament
June 28 – July 12

BGSG Tournament at
Cardinal Run Park
10u Tournament

August 2-3

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

## B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

 Any capital improvements to the facilities or grounds will become the property of Lexington Fayette Urban County Government.

- 2. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
- The Division reserves the right to add to, repair or make any changes it deems necessary to the facility.
   Normal maintenance or the maintenance requested by the League will be provided as the Division's budget would allow.
- 4. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
- 5. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
- 6. The Division of Parks and Recreation will perform the following maintenance services:
  - Provide bases, home plates, pitching plates, and base pegs
  - Clean complexes and parking lots: provide refuse collection and grounds pick-up
  - Clean and stock restrooms
  - Repair bleachers, fences, scoreboards, and irrigation systems
  - Provide trash cans and picnic tables
  - Drag practice fields
  - Mow outside complex (limited schedule)

Franchise League will provide the following services:

- Drag and mark game fields
- · Cut grass, edge, and trim within game fields
- Provide marking dust and quick dry
- Perform turf repairs and aerate within game fields

#### C. MISCELLANEOUS

- The League will be responsible for securing all umpires and scorekeepers to officiate their games.
- The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
- 3. The League must submit a certificate of all insurances to the Division Athletics Department before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
- 4. All checks written by the League must require signatures of two (2) League Board members. Board members authorized to sign checks may not be related.
- 5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division Athletics Department of any schedule changes 24 hours in advance.
- 6. The League must submit a schedule of the teams practice times and field locations to the Division Athletics Department no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
- 7. The League President or his/her designee will be the only contact with the Division.
- 8. Fields must remain open unless authorized in writing by the Director or his/her designee. The Director will consider requests for locks for security purposes at field locations where vandalism, etc. are problems. When requests for locks are granted, locks may not be placed on fields prior to 9 PM and must be removed by 8 AM

- the following day. Under conditions where leagues have been given permission to lock fields, Parks and Recreation must be provided keys to such locks.
- 9. Leagues that operate a concession stand(s) on a specified park must enter into a concession agreement with the Lexington-Fayette Urban County Government for this privilege and adhere to the Division's vendor agreements for such things as concession items and soft drink products.
- 10. Leagues must have phone service set up by the League and under the Leagues name, with the League assuming full responsibility for all costs relating to establishing and continuing service on site. In lieu of on site phone service, a league may provide a list of on-call individuals with cell phone numbers. One of these individuals must be available during all league actives at the park. The league phone number or the names and phone numbers of on-call individuals must be submitted to the Division Athletic Department no later than two weeks in advance of the first practice.
- 11. All leagues are required to follow the Parks and Recreation Severe Weather Policy.
- 12. The League must furnish financial and gender information to the Division Athletics Department. A Division and Gender Report and a League Financial Report will be provided to the League for completion. The League must also submit their completed IRS Form 990. The Division and Gender Report is due no later than two (2) weeks after the 1st game of the season. The League Financial Report is due no later than one (1) month after the conclusion of league play. The IRS Form 990 to be submitted as soon as filed, but no later than April 15 of the tax year covering the season.
- 13. Because the Urban County Government is tracking program participation and facility usage county-wide, the League must submit a complete roster of all participants including gender, race, age, and address. Names of participants are not required.
- 14. This facility agreement is made and entered into between the Lexington-Fayette Urban County Government and the League. The League is not allowed to sub lease this agreement to any other organization without written prior approval by the Lexington-Fayette Urban County Government.
- 15. In the event the League plans to charge admission for tournament games, a written request of the anticipated charge, including method of collecting charges, must be submitted to the Division Director, or his/her Designee, 15 days in advance of the anticipated charge. The Director, or Designee, will provide a written response to the League request.
- 16. The League must adhere to and distribute copies of the Division of Parks and Recreation Physical/Verbal Altercation Policy to all League participants. In the event your league experiences unsportsmanlike conduct from players, fans, spectators, coaches, etc. please report the incident on the next business day to Darliene Haley, Athletic Director, 288-2921. The investigation will begin immediately and the procedures outlined in the Handbook will be followed. The League will be asked to fully cooperate by providing written statements from all individuals involved in the incident, as well of statements 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.
- 17. The League must distribute copies of the Division of Parks and Recreation Participant Protection Policy to all League participants. Every franchise and/or partner league must adopt and comply with this Protection Policy.
- 18. Sports lights must be turned off by 11:00pm. If exceptional situations arise, such as tournaments or excessive rainouts, the league must request permission in writing from the Director of Parks and Recreation. Leagues leaving lights on after 11:00pm will be charged an hourly rate of \$100 to cover additional electric expenses. Use of lights is to be used for scheduled practices and/or games only.
- 19. Any advertisements or marketing done by the league must include the Parks and Recreation logo. The logo will be sent to each President electronically.

- 20. The following things are not permitted on the grounds: Driving or parking on sidewalks, and hitting/throwing balls against the fencing, concession walls, or any other permanent structure. The league is responsible for any damages and should inform all participants and spectators.
- 21. Failure of the League to honor any or all of this agreement shall relieve the Government of any commitments herein agreed upon and shall make this agreement null and void.

Any alterations to this agreement must be made in writing and must be agreed upon by the League and the Government before the alteration is implemented.

The Lexington-Fayette Urban County Government and its Division of Parks and Recreation prohibits discrimination on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or special needs in its programs and/or activities.

D. SIGNATURES EVEL BOLOGNA (acting)	Robert G. Gordon
DIRECTOR, DIVISION OF PARKS AND RECREATION	LEAGUE PRESIDENT (Print or Type Name)
$\mathcal{A}$	2820 Ashbrook Drive STREET ADDRESS
Loff fled	Lexington KY 40513
COMMISSIONER, GENERAL SERVICES	CITY STATE ZIP CODE
•	615-349· 6978
	WORK PHONE HOME PHONE
	President a weeks.com
	E-MAIL ADDRESS
	LEAGUE PRESIDENT SIGNATURE
	2/25/14
Na /A	DATE

BAN COUNTY GOVERNMENT

ally Deputy Carril Clerk

	RTIFICATE OF LIABILI	I I INSURANCE	DATE			
	stone Risk Managers, LLC 5 Point Township Drive		CERTIFICATE #			
Nort	thumberland, PA 17867					
POITION,	ED INSURED		INSURERS AFFORDING COVERAGE:			
	WESTERN LL Serald Gordon 2020 ASHBROOK LH			LEXINGTON INSURANCE COMPAN		
	LEXINGTON	87 <b>40513</b>	INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANC COMPANY OF PITTSBURGH, PA		
			INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY		

### **COVERAGES**

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

DD L	TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE POLICY FOR						
SRD		POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION			
<u> </u>	GENERAL LIABILITY		2/04/2014	1/01/2015	LIMITS		
X	OCCURRENCE	7 011225803			EACH OCCURRENCE	#1,000 0g0	
X	INCL. PARTICIPANTS	Property Damage Dedu			GENERAL AGGREGATE	\$E5 000 000	
х	SEVIJAL ARLIGE	Toporty Damage Deut	ictible: \$250		PRODUCTS/COMP OPS AGGREGATE	#1 00	
^	X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,08	
	MEDICAL PAYMENTS				SEXUAL ABUSE AGGREGATE	40 000 op	
	DIRECTORS & OFFICERS				ANY ONE PERSON		
		15019360	17017201a	S. C. C. S. S. S. S. S. S. S. S. S. S. S. S. S.	EACH LOSS	\$1,000,000	
				170172015	AGGREGATE	\$1,000,000	
	CRIME COVERAGE				EACH LOSS	\$35.000	
		Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	\$55,000	
	PODTC EVOCAC ASSE		The state of the s			NONE	
	SPORTS EXCESS ACCIDENT  ATES COVERAGE SELECTED	SRG9105404	1/01/2014	1:01/2015	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess	

### **ADDITIONAL INSURED**

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to pability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless 2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

SCHOOL FAYETTE URBAN COUNTY GOVERNMENT

VSURED				
TOOTILD	CANCELLATION			
.ittle L gue Baseball Risk Purchasing Group, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE			
i39 U.S. RT. 15 HIGHWAY	TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE			
South Williamsport, PA 17702				
	AUTHORIZED REPRÉSENTATIVE			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

Name Of Additional Insured Person(s) Or Organization

**Lexington Fayette Urban County Government** 

200 East Main street Lexington KY 40507

BLANKET—AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(S) LISTED ON CERTIFICATE OF LIABILITY INSURANCE

WHO IS INSURED (SECTION II) OF THE GENERAL LIABILITY POLICY IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED LITTLE LEAGUE'S MAINTENANCE OR USE OF BALL FIELDS, OR OTHER PREMISES LOANED, DONATED OR RENTED TO THAT LITTLE LEAGUE BY SUCH PERSON OR ORGANIZATIONS AND SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSIONS:

- STRUCTURAL ALTERATIONS, NEW CONSTRUCTION, MAINTENANCE, REPAIR OR DEMOLITION OPERATIONS PERFORMED BY OR ON BEHALF OF THE PERSON OR ORGANIZATION DESIGNATED IN THE SCHEDULE UNLESS PERFORMED BY THE ABOVE NAMED LITTLE LEAGUE AND
- 2. THAT PART OF THE BALL FIELD OR OTHER PREMISES NOT BEING USED BY THE ABOVE NAMED LITTLE LEAGUE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II — Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or In part by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- In connection with your premises owned by or rented to you.

### **ENDORSEMENT #4**

THIS ENDORSEMENT EFFECTIVE: 01/01/14 AT 12:01 AM

FORMS A PART OF POLICY NO.: 011225803

ISSUED TO: LITTLE LEAGUE BASEBALL RISK PURCHASING GROUP,

**INCORPORATED** 

BY: LEXINGTON INSURANCE COMPANY

IN CONSIDERATION OF THE PREMIUM CHARGED AT INCEPTION, IT IS HEREBY AGREED AND UNDERSTOOD THAT FORM 72984 4/99 "ADDITIONAL INSUREDS" IS AMENDED PER ATTACHED.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative or Countersignature