

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

FACILITY USAGE AGREEMENT

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

The League shall not make any improvements, modifications, or alterations to premises owned by LFUCG without first submitting its proposed changes in writing to LFUCG and receiving written approval for the same. All communications to LFUCG shall be submitted to the Deputy Director of Enterprise, Division of Parks and Recreation at 469 Parkway Dr., or via electronic mail at mjohnson@lexingtonky.gov, or via telephone at (859) 288-2984. LFUCG shall submit all communications to the League President.

I. DUTIES OF THE LEAGUE—GENERAL

- a. The League shall not turn away or exclude any minor who wishes to participate in its youth sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League's youth sports program, or where such minor repeatedly and persistently violates the League's rules of conduct in such a manner as to interfere with the ability of

other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to LFUCG, which shall then issue a written decision as to whether an exception will be permitted.

- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents on the basis of financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall promote the opportunity for LFUCG Scholarships for qualified players in accordance with its policy (attached hereto as Attachment F). The League shall be in good standing with parent organization. Ex. Babe Ruth League
- d. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.
- e. The League shall not charge spectators an admission fee to attend games without prior, written approval from LFUCG. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to LFUCG at least fifteen (15) days before the game at which the fee is to be charged.
- f. The League shall notify LFUCG of tournament play, outside of normal league play. Should the League wish to host tournament play, it may submit a written request describing the tournament, participant, and fees involved.
- g. The League shall not sublease or rent fields to outside organizations/teams. Fields are only to be used for sanctioned practice, games, and tournaments.
- h. The League shall submit all-star/post-season schedule prior to the start of all-star/post-season.
- i. The League shall abide by all local, state, and federal laws and regulations.
- j. If the League wishes to install and maintain security cameras on the premises, it may submit to LFUCG a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. LFUCG may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should LFUCG grant the League permission to install SECURITY cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras. Parks and Recreation must be granted access to security cameras if requested.
- k. The League shall serve and sell at its concession stands **only** those soft drink products that are provided by the authorized Parks beverage supplier, **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink

products may be stored or sold within any concession building at any time. Violations of this policy shall constitute grounds to void this agreement.

- i. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the Lexington Fayette County Health Department. It will be the responsibility of the League to make any and all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to LFUCG. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.
- m. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required in the course of operating concession stands.

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

- a. The League shall perform a criminal background check with the Kentucky State Police on every individual who volunteers to assist the League in its programs or activities or applies for employment with the League. No prospective volunteer or employee shall be permitted to work with or for the League who has been convicted of any of the following, or who has charges pending for any of the following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:
 - i. Any crime or offense in which the victim was a minor;
 - ii. Any crime or offense of a sexual nature;
 - iii. Any crime or offense of a violent nature; *the definition of violent offender is "any person who has been convicted of or who has entered a plea of guilty to the commission of a capital offense, Class A felony, Class B felony involving the death of the victim or serious physical injury to the victim, or rape in the first degree, or sodomy in the first degree" KRS 194A.380(3).*
 - iv. Any crime or offense involving illegal drugs within the last five (5) years;
 - v. More than one offense involving alcohol or firearm within the last five (5) years.
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff. The League shall submit to LFUCG a written statement, signed by the President of the League, verifying that all volunteers and paid staff have passed their background checks in accordance with Section II.a. Above no later than two (2) weeks before the League holds its first practice. The League shall also keep a record containing the names, home addresses, and telephone numbers of all who have applied to volunteer or work with the League, but whose applications are still under review, and shall make such record available for inspection by LFUCG upon request.

- c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to LFUCG containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires.
- d. The League shall also provide LFUCG with a copy of the organization's certificate of liability insurance.

III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE

- a. The League shall remit to the Division of Parks and Recreation a fee equal to \$3.00 per player registered to participate in the League's Wee Ball and T-Ball programs and \$5.00 per player in all other age groupings, per season. Payment under this subsection shall be required at the conclusion of each season's registration period.
- b. The League shall submit payment no more than net 30 days after the conclusion of each season's registration period. Payment will be made twice a year.
- c. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- d. The League shall submit a copy of its completed IRS Form 990 to LFUCG within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- e. The League shall submit to LFUCG a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- f. The League shall fully comply with the Division of Parks and Recreation's Altercation Policy, attached hereto as Appendix C, and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to LFUCG. The League shall be responsible for conducting an investigation of the incident in accordance with the Division of Parks and Recreation Altercation Policy and reporting the findings with outcome recommendations within two weeks to LFUCG for review. The League shall provide written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation the individual(s) accused will be suspended from all sporting activities and/or sports-related events that take place on property owned or managed by LFUCG.
- g. The League shall fully comply with the Division of Parks and Recreation's Participant Protection Policy, attached hereto as Appendix D, and shall distribute copies of such to all League participants and volunteers.
- h. The League shall fully comply with the Division of Parks and Recreation's Severe Weather Policy, attached hereto as Appendix E.

IV. DUTIES OF THE LEAGUE—INSURANCE AND INDEMNITY

- a. The League shall procure and maintain for the duration of this contract General Liability insurance with a limit of no less than \$1 million per occurrence, \$2 million aggregate, or \$2 million combined single limit in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the League's activities. The League shall name LFUCG as an additional insured in the General Liability Policy. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide, shall be deemed automatically acceptable. The League shall submit to LFUCG a certificate of insurance for its insurance policy, showing LFUCG as an additional insured.
- b. The League shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by:
 - (a) the League's negligent acts or intentional misconduct, or errors or omissions, in connection with its use of the Facilities, (b) the League's performance or breach of this Agreement provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the LFUCG, or (c) the condition of any premises, equipment, or other property being used or operated by the League in connection with its use of the Facilities. In the event LFUCG is alleged to be liable based upon the actions or inactions of the League, the League shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

V. FACILITIES

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

provide LFUCG with notice of the change as soon as possible, but under no circumstance shall the League provide LFUCG with less than twenty-four (24) hours advance notice of a schedule change.

Name of League: Southeastern Babe Ruth League, Inc.

Name of Park(s): Veterans Park

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

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

Length of Fall Contract: From August 15, 2022 To October 24, 2022

Times (Daily Schedule) Field # 1

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

Times (Daily Schedule) Field # 2

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

Times (Daily Schedule) Field # 3

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

Times (Daily Schedule) Field # 4

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

Times (Daily Schedule) Field # 5

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

Times (Daily Schedule) Field # 6

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

- b. The League shall submit a schedule of its regular team practice times and field locations to LFUCG no later than two (2) weeks before the first practice. Should the League, in LFUCG's opinion, exhibit a pattern of reserving but not using fields, LFUCG may cancel this agreement in part or in whole.
- c. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by LFUCG. LFUCG may, in its sole discretion, grant the League permission to secure the Facilities or parts thereof between the hours of 9:00 p.m. and 8:00 a.m. Where such permission is granted, the League must provide LFUCG with copies of the keys and/or codes necessary to enter upon the Facilities once secured.
- d. Leagues must mandate one field to be open for public use during allotted times.
- e. Practice field access will be granted by Parks and Recreation March to Mid-April and August to Mid-September if requested by the League and approved by Parks and Recreation.
- f. The League shall (i) arrange and pay to have phone service set up and maintained at the Facilities, under the League's name, throughout the duration of this Agreement or (ii) provide a list of on-call individuals, with cell phone numbers, at least one of whom must be available whenever the League is making use of the Facilities. The League's phone number or the names and phone numbers of on-call individuals must be submitted to LFUCG no later than two (2) weeks before the League's first practice at the Facilities.
- g. LFUCG retains the right to schedule other events, including events hosted by or involving other youth sports programs, at the Facilities when the Facilities are not being used by the League.
- h. The League shall ensure that all lights at the Facilities are off by 11:00 p.m. Should the League fail to extinguish all lights at the Facilities by 11:00 p.m., it shall be subject to a fine of \$100.00 for each hour, or partial hour, the lights are kept on past 11:00 p.m.
- i. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.

VI. MAINTENANCE AND OPERATION OF FIELDS AND STRUCTURES

- a. LFUCG shall retain ownership of any and all improvements made to the Facilities.
- b. Insurance is provided for facilities and equipment owned by LFUCG. Any graffiti or vandalism on LFUCG facilities or equipment must be reported within one business day of discovery.
- c. Repairs due to graffiti or vandalism on LFUCG facilities or equipment will be managed through Parks and Recreation Maintenance Section.

- d. All Leagues must provide Parks and Recreation Maintenance 2 sets of keys (one of which must be an original, not a copy) to all facilities. If locks are changed by leagues at any time, P&R must be given the new keys. Parks and Recreation needs access to all facilities for emergency purposes or maintenance as defined in this agreement.
- e. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to LFUCG, and must receive from LFUCG written permission to proceed with the proposed improvement, modification, or alteration. Should LFUCG choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions.
 - All proposed improvements, modifications, or alterations exceeding \$10,000.00 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
 - Improvements or repairs must meet LFUCG Parks and Recreation specifications.
 - Repairs or alterations to parks infrastructure including plumbing, HVAC, electrical or structural shall be performed by a state and city licensed contractor.
- f. LFUCG reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should LFUCG decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that LFUCG shall make reasonable efforts to make improvements, modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.
- g. The League may submit requests for pre-season repairs in writing to LFUCG prior to October 1st. Repairs will be completed as resources permit.
- h. The League's coaches, managers, players, and officials shall not use equipment or supplies owned by LFUCG, whether stored at the Facilities or otherwise, unless specifically authorized to do so in writing by LFUCG.
- i. LFUCG shall provide the following equipment and maintenance services for the Facilities:
 - i. Park Maintenance standard for bases, home plates, pitching plates, and base pegs. Non-standard bases/plates may be considered pending durability and expense. Bases and plates are provided as budget allows, not to exceed one set per game field per year.
 - ii. Refuse collection and grounds pick-up. **It is the responsibility of the league to have players and coaches pick up dugouts and dispose of trash in waste receptacles after practices and games**
 - iii. Cleaning and stocking of restrooms
 - iv. Repairs to bleachers, fences and irrigation systems

- v. Trash cans and picnic tables
 - vi. Dragging of practice fields
 - vii. Mowing outside game fields
 - viii. Athletic field light maintenance unless covered under a service agreement
 - ix. Scoreboard maintenance for scoreboards that meet Park Maintenance specifications. Leagues must secure control boards and protect them from weather. Replacement costs of control boards stolen or left out in the weather may not be covered by LFUCG
 - x. Repair of plumbing and lighting systems, excluding concession light bulbs and appliances
- j. The League shall provide the following maintenance services for the Facilities:
- i. Dragging and marking game fields, including marking dust and drying agents
 - ii. Cleaning dugouts of all litter and debris
 - iii. Cutting, edging, and trimming grass within game fields/complexes
 - iv. Turf and infield maintenance on game fields
 - v. Repair and maintenance of batting cages
 - vi. Supervising, coordinating and managing its member's use of the baseball fields. Please note that all sport facilities in LFUCG parks are the property of the Lexington-Fayette Urban County Government, and as such, are owned and maintained for the benefit of the general public. The League's right to exclusive use of the baseball fields indicated in Sec. V, above is limited to those times in which it is actively holding practice, games or tournaments. Regardless of any other language herein, when operating at a park or sports facility that includes more than one baseball field, the League shall ensure that at least one (1) field is left open to the general public at all times

VII. MODIFICATION AND TERMINATION

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

VIII. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from LFUCG.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

 Linda Gorton, MAYOR
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

William Lynn Finnell

LEAGUE PRESIDENT (Print or Type Name)

650 Southpoint Dr

STREET ADDRESS

LeF KY 40509

CITY

STATE

ZIP CODE

DATE

859-396-5710

WORK PHONE

HOME PHONE

wrfinnell@gmail.com

E-MAIL ADDRESS



LEAGUE PRESIDENT SIGNATURE

1/28/2022

DATE

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Updated 11/3/20

Appendix A

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

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

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

League Name: _____ ... Number of Divisions _____

Division _____ Participant Age _____ Number of Teams in Division _____
 Opening Day _____ Playing Location(s) _____
 Length of Game _____ Number of Season Games _____ Tournament Games _____
 Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____
 Total Number of Participants _____ / Male Participants _____ Female Participants _____

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

.....

Division _____ Participant Age _____ Number of Teams in Division _____
 Opening Day _____ Playing Location(s) _____
 Length of Game _____ Number of Season Games _____ Tournament Games _____
 Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____
 Total Number of Participants _____ Male Participants _____ Female Participants _____

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

.....

Division _____ Participant Age _____ Number of Teams in Division _____
 Opening Day _____ Playing Location(s) _____
 Length of Game _____ Number of Season Games _____ Tournament Games _____
 Registration Fee _____ Booster Fee _____ Other Participant Cost/Obligation _____
 Total Number of Participants _____ Male Participants _____ Female Participants _____

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

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

Appendix B

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

Reporting Year _____
 Spring Season
 Summer Season
 Fall Season

LEAGUE FINANCIAL REPORT

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

League Name _____

Total Number of League Participants _____

Number of Scholarships Awarded _____ Cost of Scholarships Awarded _____

Total Number of Games (Season & Tournaments) _____

Anticipated Annual League Budget _____

League Asset Balance at Beginning of Season: _____

League Income

Registration Fees (Sum of All Divisions): _____

Booster Fees (Sum of All Divisions): _____

Concession Revenue: _____

Fundraising Revenue: _____

Donations/Scholarships: _____

Other / _____:

Other / _____:

Other / _____:

Total Income: _____

League Expense (Attach Supporting Documentation)

Note: Receipts for expenditures must be kept for 5 years. Photocopies of receipts must be made available upon request.

League Concession Expenses/Season: _____

Fundraising Expenses: _____

Paid Staff/ _____:

Other / _____:

Other / _____:

Other / _____:

Other / _____:

Other / _____:

Total Expense: _____

Current League Asset Balance: _____

League President: _____

Report Submitted by: _____

Date Submitted: _____

Altercation Policy

Originator: Chuck Ellis

Date: 2001

Authorized by: Monica Conrad, Director

Date: 2020

References: 8.4.3 Handling of Disruptive Behavior

Revision Date: 5/3/2011

Revision Date: 9/28/2018

Revision Date: 4/12/19

Revision Date: 8/28/20

PURPOSE

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

SCOPE

It is the goal of Lexington Parks and Recreation to provide an environment where our participants can grow, not only physically, but also mentally. It is the responsibility of our leaders, participants and fans/spectators to provide an example of self-control and integrity in the hopes that others follow their example.

POLICY

Leaders:

A leader is an individual who holds any supervisory position, including but not limited to, program coaches, assistant coaches, program officials, program supervisors and program volunteers.

Participants:

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

Fans/Spectators:

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

Barring Policy:

Parks and Recreation Barring Policy may be enacted depending upon the circumstances of each situation. A copy of the Barring Policy will be available to all program supervisors, program officials, program volunteers and league officials.

1. Fighting:

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

A. Leaders

First Offense – Minimum of three (3) years suspension as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident.

Second Offense- Minimum 5 year suspension up to lifetime suspension (depending on circumstances) as a leader or participant in LFUCG Division of Parks and Recreation activities/events from the date of incident. Two (2) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

B. Participants

First Offense – (Adults: 18 & over) Minimum of three (3) years suspension as a leader or participant in LFUCG Division of Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

First Offense – (Youth: 15-17) One (1) year suspension as a leader, participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

First Offense – (Youth: 13-14) Suspension the remainder of the season from the date of the incident as a leader, participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

First Offense – (Youth: 12 & under) Suspension the remainder of the season from the date of the incident as a leader, participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

Second Offense – (Adults: 18 & Over) 5 year suspension as a leader or participant in LFUCG Division of Parks and Recreation events/activities. Two (2) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

Second Offense - (Youth: 15-17) Minimum of three (3) years suspension as a participant and/or fan/spectator from all Lexington Parks and Recreation events/activities.

Second Offense – (Youth: 13-14) One (1) year suspension as a participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

Second Offense – (Youth: 12 & Under) One (1) complete season from the date of the incident as a participant and/or fan spectator from LFUCG Division of Parks and Recreation events/activities from the date of incident.

C. Fans/Spectators

First Offense – (Adults: 18 & over) Up to three (3) years suspension as a leader or participant in LFUCG Division of Parks and Recreation events/activities. One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

First Offense – (Youth: 15-17) One (1) year suspension as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

First Offense – (Youth: 13-14) Suspension for the rest of the season from the date of the incident as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

First Offense – (Youth: 12 & under) Six month (6) suspension from the date of the incident as a fan in Lexington Parks and Recreation's events/activities from the date of incident.

Second Offense – (All ages) Minimum of 5 year suspension up to a 10 year suspension as a fan/spectator, participant and leader from all related Lexington Parks and Recreation events/activities from the date of incident.

2. Unsportsmanlike Conduct

Lexington Parks and Recreation strives to create an environment that teaches individuals the art of good sportsmanship. Unsportsmanlike conduct includes but is not limited to:

Verbal abuse defined as the intentional act of insulting another individual through oral measures with the aim of offending.

Use of Racial and/or Gender Epithets defined as the use of racial and/or gender epithets used in reference to an individual's race, ethnicity, color, gender, gender identity or sexual orientation.

Inappropriate behavior defined as the use of obscene or inappropriate gestures or sounds.

Bullying defined as a persistent pattern of mistreatment that causes harm or humiliation used in reference to an individual's race, ethnicity, color, religion, age, sex, disability, gender identity or sexual orientation.

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

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

Second Offense – Up to a five (5) year suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. Two (2) year suspension as a fan in Lexington Parks and Recreation events/activities from date of incident.

B. Leaders and/or Participants - (Youth: 15 -17)

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

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

Third Offense – Minimum of two (2) year suspension as a leader, participant from Lexington Parks and Recreation events/activities. Minimum two (2) year suspension as a fan in LFUCG Division of Parks and Recreation events/activities from date of incident.

C. Leaders and/or Participants - (Youth: 13-14)

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

Second Offense – Up to one (1) year suspension as a participant and or fan/spectator from Lexington Parks and Recreation events/activities from the date of incident of the second offense.

Third Offense – Up to three (3) year suspension as a participant from Lexington Parks and Recreation events/activities. Minimum of two (2) year suspension as a fan in LFUCG Division of Parks and Recreation events/activities from date of incident.

D. Leaders and/or Participants - (Youth: 12 & Under)

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

Second Offense – Up to one (1) full season suspension from the date of the incident as a participant and or fan/spectator from Lexington Parks and Recreation events/activities from the date of incident of the second offense.

Third Offense – Minimum of two (2) year suspension as a leader and/or participant from Lexington Parks and Recreation events/activities. One (1) year suspension as a fan in LFUCG Division of Parks and Recreation events/activities from date of incident.

3. Procedures Following Incident

When a person engages in unsportsmanlike behavior within the Lexington Parks and Recreation's events/activities, recreation supervisors, recreation leaders, league supervisors and/or league officials will:

1. Have the individuals involved in the dispute escorted from the park or facility at which the event is occurring. During such time, the sporting event or program will be stopped until those involved have left the park or facility property. If a person(s) refuses to leave the premises, the LFUCG Division of Police will be contacted and asked to enforce the ruling of the officials. Incidents must be reported to the appropriate activity Supervisor at Parks and Recreation within one business day. Incident report should include names of all individuals involved.
2. Individuals removed from the park or facility will be sent a notification letter either by mail or email stating their violation of the altercation policy. The individual will then have seven (7) days from the receipt date of the notification to respond with a written statement, explaining or defending their involvement and setting out their perception of the altercation as it occurred.
3. The response must be received by the office of the Division of Parks and Recreation Program Manager of the event/activity at the address provided in the notification letter on or before the seventh day from the receipt date of the email. No written statement will be considered in the investigation after the seven (7) days.
4. After the statements are received, an investigation will be conducted by:
 - Franchise League officials for incidents occurring during league play
 - A panel for incidents occurring during Parks and Recreation programs/eventsLexington Parks and Recreation will review investigation results and judgement recommendations from Franchise Leagues. For other incidents Lexington Parks and Recreation should render judgment of the altercation within ten (10) working days from the statement deadline.
5. A panel consisting of the division director/director's designee, program or rentals manager and the program supervisor of that particular program in which the altercation occurred will conduct the investigation.

6. During this investigation, the individual(s) accused will be suspended from all events/activities.
7. Those found in violation of this policy, or who are not content with the panel's decision, may file an appeal to the office of the director of LFUCG Division of Parks and Recreation, 469 Parkway Drive, Lexington, Kentucky 40504. In filing an appeal, an individual(s) will have five (5) business days to respond in writing from notification of the decision, and said appeal shall be received in the director's office on or before, the fifth day after notification of the decision. Individuals may be asked to appear before an appeal review committee appointed by the director.
8. All appeal decisions are final and are not subject to review. If Lexington Parks and Recreation deems a physical or verbal altercation as a flagrant and deliberate act of violence, the division reserves the right to enforce a more severe punishment within this established disciplinary code.

Revised May 2011

Revised September 2018

Revised April 2019

Revised August 2020 



Originator: Chris Cooperrider

Date: 6/28/2012

Authorized by: 

Date: 4/25/2018

References: Policies CAPRA 1.4.1

Revision Date: 4/25/18

Revision Date:

Revision Date:

Purpose

All youth activities hosted by or in partnership with the Division of Parks and Recreation will be guided by what is best for the safe and healthy development of the program participants. In working with each child, it is essential that we are mindful of their physical, emotional, and developmental needs and to recognize the vulnerabilities of childhood. It is the responsibility of all adults associated with youth sports and programs to develop the knowledge and skills to create and maintain a safe child centered environment.

Scope

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

Policy

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

Abuse or harassment may take several forms including but not limited to improper or inappropriate comments, actions, or gestures related to race, ethnicity, national origin, religion, age, gender, of a sexual nature, disability, or other personal characteristics. The creation of an environment, whether through speech or conduct, that is insulting, intimidating, humiliating, demeaning, or offensive interferes with the positive and safe experience that the Division of Parks and Recreation seeks to provide. Harassment may come from adults, teenagers, or other children. LFUCG Division of Parks and Recreation will not tolerate or condone any form of harassment or abuse.

The Federal Child Abuse Prevention and Treatment Act of 2010 defines child abuse and neglect as, at a minimum:

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

The Kentucky Unified Juvenile Code KRS 600.020 states:

- (1) Abused or neglected child means a child whose health or welfare is harmed or threatened with harm when
 - (a) his or her parent, guardian, person in a position of authority or special trust as defined in KRS 532.045, or other person exercising custodial control or supervision of the child:
 1. Inflicts or allows to be inflicted upon the child physical or emotional injury as defined in this section by other than accidental means;
 2. Creates or allows to be created a risk of physical or emotional injury as defined in this section to the child by other than accidental means;
 3. Engages in a pattern of conduct that renders the parent incapable of caring for the immediate and ongoing needs of the child including, but not limited to, parental incapacity due to alcohol and other drug abuse as defined in KRS 222.005;
 4. Continuously or repeatedly fails or refuses to provide essential parental care and protection for the child, considering the age of the child;
 5. Commits or allows to be committed an act of sexual abuse, sexual exploitation, or prostitution upon the child;
 6. Creates or allows to be created a risk that an act of sexual abuse, sexual exploitation, or prostitution will be committed upon a child;
 7. Abandons or exploits the child;
 8. Does not provide the child with adequate care, supervision, food, clothing, shelter, education or medical care necessary for the child's well-being. A parent or other person exercising custodial control or supervision of the child legitimately practicing the person's religious beliefs shall not be considered a negligent parent solely because of failure to provide specified medical treatment for a child for that reason alone. This exception shall not preclude a court from ordering necessary medical services for a child

Procedure

1. Individuals in the following positions are expected to comply with the following procedures at all times: coaches, officials, staff, parks employees, volunteers, and chaperones (collectively "adult leaders"). Parents and guardians should be encouraged to support and attend their child's programs, games, and practices.
2. All practices, games, and programs shall be open to observation by parents and guardians at all times. Parents and family members may not cause a disturbance with the program while observing or they may be asked to leave.
3. Two-deep leadership: at least two adult leaders that have passed background checks shall be present at all programs, practices, and activities. The two leaders should not be closely related family members, as defined by LFUCG Nepotism Policy
4. All interaction between adult leaders and program participants shall occur in an open and observable environment. Some programs may be designated to provide services to clients/participants that require personal hygiene care. In such specified programs, trained adult leaders may provide such care, but shall be accompanied by another trained adult leader, or, if accompaniment is not possible, shall notify the program leader prior to providing and immediately after providing personal hygiene care.
5. Adult leaders shall not invite youth participants to their home without permission of a parent or guardian.
6. Should travel occur, all room checks, meetings, and other activities shall have two-deep

- leadership. If participants are paired for overnight stays, they shall be of the same gender and similar age. Any other arrangement shall be discussed with all parties and written permission obtained from the parent or guardian before hand.
7. Youth participants shall not ride in an adult leader's vehicle without another adult present unless prior parental permission is obtained.
 8. Communication between youth participants and adults shall be positive and of a relevant subject. Communication of a sexual nature is never appropriate; any individual that knows of such communication or has reason to believe that such communication may be taking place shall immediately report such to the head of the program and the Division of the Parks and Recreation.
 9. Horseplay and rough housing between youth participants and adult leaders shall be avoided.
 10. Youth participants shall have a "buddy system" with another participant of the same gender and similar age while involved in programs and events that involve travel when a parent or guardian is not available. Buddy system may include opposite gender, if the participants are family members.
 11. In order to promote healthful and non-threatening interaction between youth program participants, adult leaders should ensure that youth participants are within scope of vision or range of voice, as may be appropriate, at all times.
 12. At a minimum, every franchise and partner league shall confirm on an annual basis that this policy is understood and communicated to everyone involved in the program/league.
 13. Every franchise and partner league shall adopt and comply with their organization's harassment and abuse policy. If that policy conflicts with Division of Parks and Recreation policy, the partner agency must notify the Division of Parks and Recreation and request a clarification.
 14. Allegations of child abuse or neglect shall always be reported to and investigated by qualified social service or law enforcement.

Kentucky Revised Statute 620.030 states that any person who knows or has reasonable cause to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Kentucky Department of State Police, the Cabinet or its designated representative; the Commonwealth's attorney or the county attorney by telephone or otherwise.

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

All reports of child abuse occurring on LFUCG property or parks, or in LFUCG recreational programs sponsored by the Division of Parks and Recreation shall also contact (859) 288-2916 and/or email the Deputy Director of Recreation at pebel@lexingtonky.gov. Child abuse investigations will be conducted by police and/or social service professional. The Division of Parks and Recreation may need to take administrative action pending the investigation.

There are numerous factors involved in defining child abuse and neglect, including but not limited to cultural and ethnic backgrounds, attitudes concerning parenting and professional training.

If you are uncertain as to whether you need to file a report of dependency, neglect, or abuse, the child protection hotline (1-877-597-2331) can provide guidance on whether a specific incident must be reported.

KRS 620.050(1) states: anyone acting upon reasonable cause in the making of a report or acting under KRS 620.030 to 620.050 in good faith shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any such participant shall have the same immunity with respect to participation in any judicial proceeding resulting from such report or action. Failing to report or falsely reporting child abuse can result in criminal charges. The Commonwealth of Kentucky has provided a [child abuse and neglect booklet](#) to help with additional questions that is available on line:

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

Resource(s)

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

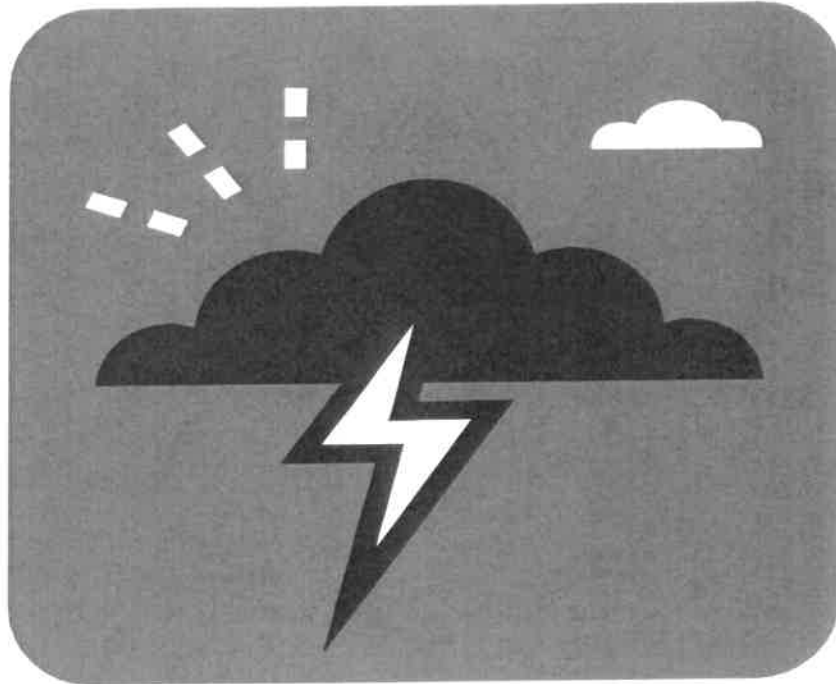
922 KAR 2:120. Child-Care Center Health and Safety Standards

The Child Abuse Prevention and Treatment Act, as amended by P.L. 111-320 The CAPTA Reauthorization Act of 2010

KRS Title LI. Unified Juvenile Code §600.020

KRS 620.030 Responsibilities

KRS 620.050 Immunity for good-faith actions or reports



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

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

SEVERE WEATHER POLICY

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

HEAT ADVISORY

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

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

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

Under 95 degrees Heat Index

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

95 degrees to 99 degrees heat index:

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

100 degrees to 104 degrees Heat Index

- All sports
- Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire:
- Mandatory water breaks every 30 minutes for 10 minutes in duration
- Ice down towels for cooling
- Watch/monitor athletes carefully for necessary action.
- Alter uniform by removing items if possible.
- Allow for changes to dry t-shirts and shorts.

- Reduce time of outside activity as well as indoor activity if air conditioning is unavailable.
- Postpone practice to later in day.
- Contact sports and activities with additional equipment
- Helmets and other possible equipment removed if not involved in contact or necessary for safety. If necessary for safety, suspend activity.
- Re-check temperature and humidity every 30 minutes to monitor for increased Heat Index.

Above 104 degrees Heat Index

- All Sports
- Stop all outside activity in practice and/or play, and stop all inside activity if air conditioning is unavailable.
- This procedure is to be used until such time as the temperature is below 80 degrees as no combination of heat and humidity at that level will result in a need to curtail activity.

SUMMARY

Though much more scientific information and other alternative methods for determining Heat Index and participation restrictions are being studied, these initial steps should help ensure the health and safety of the participants in sports. Adherence to these guidelines represents a conscious effort by the community to emphasize health and safety on a much higher level than any loss of competitive preparation.



LEXINGTON
Parks & Recreation

Policy: Tobacco Free Ballfields

Originator: Penny Ebel

Date: 3/29/2018

Authorized by:

Date: 3/29/2018

Revision Date: 6/10/19

Revision Date:

Revision Date:

Purpose

The tobacco free policy is designed to protect the health, welfare and safety of youth and adults engaging in or watching activities taking place at city-owned and operated ballfields.

Policy Statement

The City of Lexington is committed to the quality of life for all residents, therefore, Lexington Parks and Recreation prohibits the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water-pipes, electronic cigarettes, vaping and smokeless tobacco products at city-owned and operated ballfields. This includes: ballfields, dugouts, bleachers, spectator areas, concession areas and restrooms. Appropriate signs will be posted at specified ballfield locations.

Review Record

Reviewer: Penny Ebel

Date: 6/10/19

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

Reviewer:

Date:

Result: no change revise discard

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

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

ACCIDENT REPORT

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

Name of injured _____ Employee Yes ___ No ___

Age ___ Address _____ Phone _____

Parent or Guardian _____

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

By whom were responsible parties contacted? _____

Place of Accident:

Pool _____ Playground _____

Community Center _____ Park _____

Other _____

Date of Accident _____ Time of Incident _____

Your Supervisor's name _____

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

Witness:	Name	Address	Phone
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1. _____

2. _____

3. _____

Was professional care administered? Yes ___ No ___

Where _____ By whom _____

Date and time accident called into Athletics Office _____

Report submitted by _____ Date _____

Position _____ Phone _____

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
545 NORTH UPPER STREET
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Parks and Recreation (Main Office) 288-2900
Police and Fire Emergency 911
Police Department Administration 258-3600

INCIDENT REPORT

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

Date of Incident _____ Location _____

Name of League _____

Person(s) Involved (Include Team Name):

Official(s) Present:

Scorekeeper: _____

Summary of Incident and Actions Taken:

Date and time incident called into Athletics Office _____

Report submitted by _____ Date _____

Position _____ Phone _____

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

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