

MEMORANDUM



Date: February 15, 2018

To: Joe Snook, CPRP
Administrator of Parks and Recreation

From: Robert Sanchez, CPRP, CPSI, CPO, PCA
Superintendent of Park Operations

Re: Proposed Changes to YSA Agreement

Staff met with the YSA presidents and representatives over the last several months to discuss the 2018 agreements. The agreements were also discussed collectively at the February 6, 2018 YSA Dinner. Staff has listed the items along with the wording that currently exists in the proposed 2018 agreements.

Staff is recommending the following changes to the 2018 agreement.

New Item # 22 (All YSAs)

In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, the Board requires the Association to distribute or provide access to the Centers for Disease Control and Prevention program titled "Heads Up" and to encourage participation in the training program available at the following link: <https://www.cdc.gov/headsup/index.html>. The Association shall also distribute or provide access to Boston University Research: CTE Center information on Chronic Traumatic Encephalopathy (CTE) titled "Frequently Asked Questions about CTE" available at the following link: <https://www.bu.edu/cte/about/frequently-asked-questions/>

Agreement Timing Changes

LSBA and LSGSA would like to keep their current schedule of agreement timing to be negotiated in the fall and agreement to run from January 1 to December 31.

LSFA has requested to change their negotiation timing to the early summer to better fit their availability to meet between seasons. Staff is proposing the current agreement run from January 1, 2018 to June 30, 2019. Future contract years will run from July 1 to June 30.

LSSA has requested to negotiate future contracts in January and February to allow for agreements to be in place from June 1 to May 31. Due to the current issues LSSA is working through, staff is requesting direction regarding an expiration date for the 2018 agreement. Staff has prepared these options for Board consideration.



Option 1- Renew agreements with LSSA to conclude at the end of the spring season.

Option 2- Renew agreements with LSSA to conclude December 31, 2018.

Option 3- Renew agreements with LSSA to conclude June 30, 2019.

**AGREEMENT BETWEEN
THE LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT BASEBALL ASSOCIATION**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Baseball Association (hereinafter termed "Association"). The Association, having been determined by the Board to be an association or group organized and operating to fulfill a need in the City of Lee's Summit and to accomplish a public purpose, is designated to be "primary provider" of recreational baseball in Lee's Summit. Further, the Association is hereby given exclusive use of game and practice fields at Legacy Park baseball fields and the baseball field at Summit Park (hereinafter referred collectively as "Practice Areas") from January 1, 201~~8~~⁷ through December 31, 201~~8~~⁷, for the purpose of conducting various baseball activities on a regularly scheduled basis in accordance with the schedule and sites appended hereto and made a part thereof. The Board reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified of each activity. The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.

In consideration of the use of said playing fields and the necessary surrounding areas, the parties agree as follows:

1. 501(c)(3) Status: The Association shall maintain its 501(c)(3) status throughout the term of this Agreement. The Association shall not engage in any conduct which jeopardizes or causes it to forfeit its 501(c)(3) status.
2. Association shall assemble and provide the Lee's Summit Parks and Recreation Staff copies of the scheduling of all practice sessions on Board property and games no later than one week before each season begins.
3. Association will not take any action which would jeopardize the City's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall provide mail and e-mail address database to the Lee's Summit Parks and Recreation Staff for the purpose of survey distribution and Lee's Summit residency monitoring.
5. Association shall control the behavior of participants and spectators during events.
 - The Association is empowered by the board to eject unruly or dangerous participants, coaches, parents or spectators from the premises during the events. Any Association officer or representative can exercise this authority. The Association may contact the Police Department for assistance, if necessary.
6. The Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless authorized by the Board.
7. Association shall keep assigned practice and Legacy Park areas free of trash and litter caused by their use. For events where large amounts of trash are expected the Association shall rent additional dumpsters or ensure that existing dumpsters are emptied so trash bags do not accumulate outside the dumpster enclosures.

8. Association shall schedule activities of assigned areas. Activity schedules must be approved by the Lee's Summit Parks and Recreation Staff.
9. Association shall schedule practices, games and events in a manner to avoid **exceeding the capacity of the parking lot, fields and restrooms.**
10. As Board facilities reach capacity it will be the Associations responsibility to insure those capacities are not exceeded.
 - It is the Board's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) be addressed before non-residents.
 - The Association shall determine what the capacities of Board game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with the Lee's Summit Parks and Recreation Staff prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
11. The Board, through Lee's Summit Parks and Recreation Staff, may schedule activities of the R-7 School District and school's from other areas at Legacy Park or other Board facilities.
 - The Association will advise the Lee's Summit Parks and Recreation Staff of field availability for activities.
 - The schools will be charged a fee for practices and games at Legacy Park.
 - The Board will transfer a portion of the fees charged to LSBA.
12. The Board, through Lee's Summit Parks and Recreation Staff, must approve all activities other than youth baseball and training opportunities associated with the program at park facilities.
13. Association shall provide the Board \$3.00 for each participant in Association sponsored leagues and any other leagues to support maintenance activities at Legacy Park. If the Association has more than one season the fee will be based on the season with the most participants. The fee is due by December 31, 2018⁷.
14. The Association shall seek through Lee's Summit Parks and Recreation Staff, approval for all tournaments to be held pursuant to this agreement, and shall include the Lee's Summit Parks and Recreation Staff, in all discussions and agreements for tournaments sponsored by the Association, co-sponsored with outside groups or sponsored by outside groups.
15. All Tournaments, leagues, or other events sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and the Lee's Summit Parks and Recreation Staff in advance and will require a Field Use Permit from Lee's Summit Parks and Recreation Staff.
 - No other group may be allowed to use any of the baseball fields in their place.
 - All such activity must be approved by Lee's Summit Parks and Recreation Staff and the

Field Use Permit will be completed by the Association.

- The Board requires a \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed. A \$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees are not paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity. The Board will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
16. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on Board property must be approved in advance by the Association and obtain a Vendors Permit from the Lee's Summit Parks and Recreation Staff. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, however Vendors for Association sponsored team pictures are excluded.
17. Association shall pay for/provide for the cleanup of restrooms, storage areas, and concession areas for those days the facility is in use by the Association or by activities approved by the Association.
- The Association shall keep these areas neat, orderly and clean.
 - The Association shall provide those supplies required to operate the restrooms.
 - The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use of Legacy Park. This includes parking lots, dugouts, fields and spectator areas, etc.
18. The Association shall not change or alter park property in any way unless written consent has been granted by the Board.
19. The Association shall pay the cost of replacement or repair of any park property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees group or participants in such Association or Association approved program or activity. The Association shall not be responsible for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.
20. In an effort to increase the safety of those participating in the Association's programs, the Board is requiring programs under Association's direction which use Board facilities to develop policies and procedures that in so far as possible protect the safety of children from sexual offenders, contacts with felons and otherwise ensure as safe an environment as possible for those participating in Association programs and events. To work towards achieving the development of the policies and procedures described above, the Association agrees to do the following:

- A. Perform background checks on all Association volunteers and staff 18 years and older.
1. Background checks shall be valid for 365 days from date of the background check.
 2. The volunteers and staff who volunteer or work for other associations that have written agreements with the City or that volunteer or work for the Board will not be required to undergo more than one background check during the 365 days the background check is valid.
 3. Work with the Board and other associations to provide information on who has completed background checks.
- B. Use the vendor selected by the Board to perform the background checks. Associations may use other vendors if the background checks meet or exceed the specifications listed in Section E and use the disqualifiers based on the offenses listed in Section F. A letter of confirmation from the association and outside vendor will be required that confirms their agreement to follow the required procedures.
- C. Provide a link on Association websites for online application for background checks.
- D. Pay the cost of the background check directly or require volunteers and staff to pay for the background checks.
- E. The background checks will include the following:
1. National Criminal Data Base Search.
 2. 50 State Sex Offender Registry Search.
 3. Local Criminal Record, search county of current residence or longest and most current residency.
 4. Social Security Number verification.
 5. Address Trace.
- F. Volunteers and staff will be ineligible to volunteer or work for the Association if found guilty of the following crimes:
- All sex offenses regardless of the amount of time since the offense.
 - All felony violence regardless of the amount of time since the offense.
 - All felony offenses other than sex or violence related within past 10 years
 - All misdemeanor violence offenses within the past 7 years including
 - Assault in 3rd degree, 1st and 2nd offenses
 - Assault in 3rd degree
 - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including:
 - Possession of up to 35 grams marijuana/synthetic cannabinoid
 - Unlawful use of drug paraphernalia
 - Possession of a imitation controlled substance
 - Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
 - Intentionally induce symptoms by use of solvents or posses solvents 1st offense
 - Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that volunteer including:

- Unlawful transaction with child
 - Endangering the welfare of a child, 2nd degree
 - Assist in child abduction or parental kidnapping
 - Obtain/transfer/use identification for purpose of providing false identification to persons under 21
 - Supplying liquor to a minor
 - Harassment by a person 21 years or older against a person 17 years or younger
- G. Distribute or provide access to the State of Vermont Agency of Human Services, Department for Children & Families program titled “STEP UP: Protect Children From Sexual Abuse” to parents and guardians of participants in Association programs and encourage participation in the training program. Refer to the program as “Required Parent/Guardian Training Material to Protect Children From Sexual Abuse”.
- H. The president of the Association will serve on the “Background Check Review Committee” with other Association presidents and a representative from the Board. The committee will serve as needed, resolve appeals from applicants and decide issues not covered under the procedures. The process for appeals is as follows:
1. Applicant receives written notice of disqualification
 2. Applicant has the option to submit a written appeal to the Association president within seven (7) days
 3. Association president requests additional information on the applicant’s record from the background check vendor and forwards the written appeal information to all committee members.
 4. All committee members will be required to review the appeal and vote on the appeal within seven (7) days of receipt of additional information from the background check vendor.
 5. Committee members vote will be a secret ballot and all members must be present to vote. A majority vote will determine acceptance or denial of the appeal.
 6. President of the Association of the appealing applicant will notify the applicant in writing of the committee decision.
 7. There will be no further appeal options.
21. The Board understands and appreciates the significant time commitment of the Association Board and volunteers, and how difficult it is to recruit and retain good coaches. However, the Board feels strongly that is in the best interest of the Association’s program and the youth it serves to attempt to provide the coaches with the basic skills necessary to coach baseball and work with children. In order to provide a basic understanding of coaching baseball and working with youth the Association shall provide a minimum training of two hours per year to all coaches and or managers.
- The Association shall provide a written description of the training that has been provided and a list of coaches and or managers that have met this condition.
 - Organizational meetings do not count as training for development of coaching skills and working with youth.
 - The training will be conducted by an Association approved trainer (high school, college or professional coaches are recommended for this activity).

- Currently licensed or certified coaches are exempt from this training requirement.
- The Board will provide a site for training at no cost to the Association.

22. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, the Board requires the Association to distribute or provide access to the Centers for Disease Control and Prevention program titled “Heads Up” and to encourage participation in the training program available at the following link: <https://www.cdc.gov/headsup/index.html>. The Association shall also distribute or provide access to Boston University Research: CTE Center information on Chronic Traumatic Encephalopathy (CTE) titled “Frequently Asked Questions about CTE” available at the following link: <https://www.bu.edu/cte/about/frequently-asked-questions/>

22.23. Participant surveys are an important method to measure the results of a program and the performance of the facilities. The Board, through coordination by Lee’s Summit Parks and Recreation Staff, will conduct one participant survey per year of Association activities at Board facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and Lee’s Summit Parks and Recreation Staff.

- The Association will provide e-mail and/or mailing addresses of all participants at the conclusion of the summer baseball league.
- Surveys will be paid for, prepared, mailed and results compiled by the Board and Lee’s Summit Parks and Recreation Staff.

23.24. The Association shall assume the responsibility of maintaining control of their own program and take all necessary steps to prevent the violation of any City ordinance or any act or action that might be detrimental to the Board.

24.25. The Association shall provide insurance coverage for theft, loss, damage, etc. to Association property stored in or on Board property.

25.26. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board and the City of Lee’s Summit, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney’s fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the Association or its agents, employees, invitees, guests or users, of the Board’s playing fields and facilities from January 1, 201~~8~~⁷ to December 31, 201~~8~~⁷ as herein set forth and provide the Board a certificate of insurance indicating coverage naming the City of Lee’s Summit, Missouri as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein.

26.27. The Association shall provide the Board, in advance of use of said parks, with a copy of the most recent year end financial statement (detailed balance sheet and income statement) and the most

recent 990 filing.

- The Association is encouraged to establish written procedures for cash and inventory control which would include periodic internal audits of these procedures.
- The Association is also encouraged to have their financial affairs audited.
- The Board reserves the right, at Board expense and with a 30 day notice, to conduct an internal audit of the Association's financial records.

~~27.~~28. The Association shall permit an authorized representative of the Board, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.

~~28.~~29. The Board hereby designates that Lee's Summit Parks and Recreation Staff shall receive and schedule requests for practice field and game field space from others, including all school district requests.

~~29.~~30. The Association shall pay for/provide for the preparation of fields for the Association's and its users' games. This includes all grooming, dragging and lining of fields. Materials used to line fields must not be harmful to the turf or patrons.

~~30.~~31. Association shall pay and be liable for the Association's and its users' usage of all utilities at Legacy Park.

~~31.~~32. Association shall not place banners, signs or advertisement at Board facilities unless one of the following conditions are met.

1. Obtain a Legacy Banner permit for event banners from the Board
2. For Association sponsored banners the Association must meet requirements of the Legacy Banner Policy for Youth Sports Association Sponsored Banners. Policy below:

The intent of this policy is to allow Youth Sports Associations (YSA's) that have written agreements with Lee's Summit Parks and Recreation (LSPR) to display advertising banners at Legacy Park. The associations will be allowed to solicit sponsors for banners for the purpose of field viewing. This policy does not take the place of our existing Legacy Banner Permit (attached) for tournaments or other short term events.

YSA's may place banners at Legacy Park under the following conditions:

- Banners must be sponsored by the Association.
- Banner design and content must be approved by LSPR.
- LSPR will determine the number of banners that can be displayed.
- Banner size will be no larger than 4' x 8'
- Banner material must be approved by LSPR and will be 13 ounce reinforced vinyl with metal grommets.
- Banner installation guidelines if installed on chain link fence:
 1. Top of banner equidistance from top of fence
 2. Spaced evenly between fence posts
 3. Bottom of banners equidistance from bottom of fence.
- Banners may be placed on chain link fence locations or other locations approved by

LSPR.

- Banner must allow wind to pass thru banner (slits or mesh material).
- Bottom of banner must be 8" off the ground and not extend over the chain link fence top rail.
- Banners may only be displayed during time period approved by LSPR.
- Banners for tobacco products or alcohol will not be approved.
- Banner images and messages must be in good taste and not offensive as determined by LSPR.
- Banner Fees:
\$2.00/ banner/day displayed or \$20.00/banner/ month or \$50.00/banner/year

3. The Association shall provide to the Board a written accounting of the monetary amounts paid for or the monetary value of such advertising.
4. In addition to the provisions set forth herein, the Board shall be entitled to deny any advertising if such advertising would cause the Board to be non-compliant with any Federal, State, or Local laws, rules or regulations.
5. The Association will provide the Board with a list of existing Association sponsors to be placed on a "no call" list to be shared with the Board's sponsorship contractor. The existing sponsors to be included on the "no call" list shall meet the following criteria:
 - a. Is a current Association sponsor
 - b. Has provided a minimum of 2 years continual sponsorship to the Association including the current year
 - c. Has exceeded a minimum threshold of \$1,500 per year

Team and Association banners that do not include advertising beyond the name and/or logo of the team sponsors are excluded. Team banners include the name of the team and are displayed adjacent to the team bench for the duration of the game.

~~32.33.~~ The Association and others will be allowed to charge an admission fee or parking fee at the gate, parking area or as part of the team registration fee. The Association will pay the Board a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed.

- A sign showing the amount, explaining the purpose of the fee and the name of the organization collecting the fee is required to be posted at the collection site. The Lee's Summit Parks and Recreation Staff will provide the sign.
- The Association can exempt one Association event per year from the parking fee.

~~33.34.~~ The Association shall operate concession sales with its own Association members or employees. If concession sales are to be provided by a contractor, the contract must be approved by the Board prior to the start of the season.

~~34.35.~~ The Association shall be allowed to provide concession sales for activities sponsored by others, or allow sales by others only by obtaining Board approval.

~~35.36.~~ The environmental impact of Association activities should be considered and addressed when possible. The Board encourages and will assist Association efforts to research and implement

recycling activities.

~~36.37.~~ It is the responsibility of the Association to determine if field conditions are safe for its use and if weather conditions are safe for play by the Association or its users.

~~37.38.~~ It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and /or infields at practice and game fields. The Association will be responsible to repair damage caused by such use. Lee's Summit Parks and Recreation Staff will specify the types of repairs that need to be completed. If field damage becomes excessive due to the Association's or its users' use during unfavorable field conditions the Board will take over this responsibility, at the expenses of the Association.

~~38.39.~~ The Association shall provide trash dumpsters and trash can liners at Legacy Park.

~~39.40.~~ The Association shall pay for/provide for the mowing services at Legacy Park for Association ball fields and turf areas. Such mowing shall include:

- Category I mowing: All parking lot islands, one mower width next to parking lot and entrances, practice areas, areas adjacent to concession stands, and common areas shall be mowed and trimmed at least once every two weeks while growing and not allowed to exceed 6" in height. If height of vegetation exceeds 8" the Board will have the areas mowed and trimmed by a contractor and invoice the Association for cost incurred.
- Category II mowing: All athletic field surfaces, 10 feet outside the athletic field fences and warm up areas may vary in cutting height, but final height after mowing shall be between 2 1/2" and 3 1/2" and not allowed to exceed 6" in height. Fences adjacent to athletic fields shall be trimmed once every two weeks. If height of vegetation exceeds 8" the Board will have the areas mowed and trimmed and invoice the Association for cost incurred.
- Upon completion a mowed area should be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.
- All park structures, trees, poles signs, fences, traffic control boulders, and shrub beds are to be trimmed closely.
- All trash and litter should be removed from the entire area prior to any mowing of turf areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed.
- The Contractor shall accomplish all trimming around signs, posts, fences, rocks, buildings, and etc. every 2 weeks while actively growing and not exceed 6" in height.
- Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" the Board will have the areas trimmed by a contractor and invoice the association for cost incurred.
- The Association shall be responsible for damage to Board property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to inflict damage to the bark of trees. The Board will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.

~~40.41.~~ All equipment used by the Association to perform services shall be operated in a safe manner consistent with the manufactures' recommendations. The equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings and property inside the fence, a minimum of ten feet outside the fence and parking lot, parking lot islands and medians, and turf

areas between the parking lot and restroom/concession building. Field areas will be maintained at 2.5"-3.5". All other areas will be maintained at 3"-4". No more than 1/3 of blade length will be removed per mowing. Attached map shows areas to be mowed. Mowing height and frequency will be monitored by the Board.

~~41.42.~~ Basic seeding, fertilizing and pesticides will be provided by Board, see the attached Annual Turf Maintenance Calendar. The Association will be responsible for material costs for increased levels of maintenance.

~~42.43.~~ The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e., bases, balls, field chalk/paint, etc.

~~43.44.~~ The Association and the Board hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

~~44.45.~~ The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

~~45.46.~~ The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents or participants.

~~46.47.~~ The Association shall start no inning of a ball game after 10:45 p.m. nor allow a game to overrun the 11:00 p.m. curfew that has been established by City Ordinance in all Parks.

~~47.48.~~ Association shall be responsible for turning of field lights on/off for Association activities and other users.

~~48.49.~~ The Association is hereby given use of the baseball venue practice area that includes eight (8) infields, one (1) three acre outfield and eight (8) batting tunnels for the purpose of conducting various baseball activities on a regularly scheduled basis. The Board through the Lee's Summit Parks and Recreation Staff, reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified of each activity.

1. Allow only association members use of the practice area.

~~49.50.~~ The Association shall not maintain a fund balance in excess of 50% of annual operating expenses, as measured at the completion of its fiscal year. Any fund balance over 50% shall be deposited into a separate account and reserved for capital improvements to park facilities. Capital investments will be determined by mutual agreement between the board and the association.

~~50.51.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, an annual schedule of Association Board meetings. LSPR staff will provide a representative to attend public meetings on a regular basis. The liaison will serve as a resource to the Association.

~~51.52.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of Executive Board minutes for each meeting held during the term of this agreement.

~~52.53.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of the Association's organizational chart including names and position titles.

~~53.54.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a written list of Association Board members who are paid staff, represent an organization(s), a leasee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.

~~54.55.~~ Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Lee's Summit Parks and Recreation
Attn: Administrator
220 SE Green Street
Lee's Summit, MO 64063

Lee's Summit Baseball Association
P.O. Box 1415
Lee's Summit, MO 64063

~~55.56.~~ In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

~~56.57.~~ It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

~~57.58.~~ This Agreement constitutes the entire agreement between the parties with respect to its subject matter an any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.

~~58.59.~~ Nothing in this Agreement shall be construed to create an employment relationship between The Board, the City of Lee's Summit, and the members, employees or agents of the Association.

In consideration of said funds and services, the Board agrees to provide the following:

1. Maintenance of all utilities.
2. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
 - a. Seed, sod, fertilizer, and pest control
 - b. Irrigation
 - c. Aeration
3. Maintenance and repair of the restroom/concession building and fixtures except for those items owned by the Association.

4. Maintenance, repair and replacement of fencing, trees, shrubs, athletic field lighting and walkways.
5. Winterize restroom/concession building and water fountains. Timing of these activities will be based on weather and temperature conditions and will be decided by the Board.
6. Park staff will perform any activity due to non-performance by the Association, and this will be charged at the rate of \$25.00 per hour to the Association.
7. Allow the Association the use of the 60' x 42' storage building at Legacy Park Maintenance Compound to store Association equipment and supplies.

Board Sponsored Tournaments

1. The Board will reimburse the Association for agreed upon costs the Association incurs due to Board sponsored tournaments at Legacy Park using areas that have been provided to the Association through this agreement. Costs include but are not limited to utilities, mowing, field set up, trash pickup and restroom cleaning.

If Association fails to perform any obligation imposed upon Association hereby, Board may terminate this agreement by delivering not less than ten (10) days written notice of termination to the Association.

This agreement shall be effective the 1st day of January, 201~~8~~7 and the first use of the playing fields in the parks herein identified shall be January 1, 201~~8~~7 and this agreement shall terminate on the 31st day of December, 201~~8~~7.

IN WITNESS WHEREOF, the parties below have hereunto executed this agreement on the day and year first written above.

Agreement acknowledged this _____ day of _____, 201~~8~~7.

~~Danny Lake Kent Lauer~~, President
Lee's Summit Baseball Association

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

~~Joe Snook, J. Thomas Lovell, Jr.~~ CPRP, Administrator
Lee's Summit Parks and Recreation

**AGREEMENT BETWEEN
LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT FOOTBALL ASSOCIATION, INC.**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Football Association (hereinafter termed "Association"). The Association, having been determined by the Board to be an association or group organized and operating to fulfill a need in the City of Lee's Summit and to accomplish a public purpose, is designated to be the "primary provider" of youth tackle football and youth flag football in Lee's Summit. Further, the Association is hereby given exclusive use of Eagle Creek, Deer Valley Park and Miller J. Fields Park athletic fields 1, 2 and 3 from August 1, 201~~8~~7 through November 30, 201~~8~~7. The Association is also given exclusive use of three football fields at Legacy Park. The Board reserves the right to schedule Board activities during the agreement period so long as an officer of the Association is notified in advance of each activity. The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.

In consideration of the use of said practice fields and the necessary surrounding areas, the parties agree as follows:

1. 501(c)(3) Status: The Association shall maintain its 501(c)(3) status throughout the term of this Agreement. The Association shall not engage in any conduct which jeopardizes or causes it to forfeit its 501(c)(3) status.
2. Association shall assemble and provide the Lee's Summit Parks and Recreation Staff copies of the scheduling of all practice sessions on Board property and games no later than one week before each season begins.
3. Association will not take any action which would jeopardize the City's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. The Association shall provide mail and e-mail address database of youth to the Lee's Summit Parks and Recreation Staff for the purpose of survey distribution and Lee's Summit residency monitoring.
5. Association shall control the behavior of participants and spectators during events.
 - The Association can eject unruly or dangerous participants, coaches, parents or spectators from the premises during the events. Any Association officer or representative can exercise this authority. The Association may contact the Police Department for assistance, if necessary.
6. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by the Board.
7. Association shall keep assigned Legacy Park areas and practice areas free of trash and litter caused by their use. For events where large amounts of trash are expected the Association shall rent additional dumpsters or ensure that existing dumpsters are emptied so trash bags do not accumulate outside the dumpster enclosures.

8. Association shall schedule activities of assigned areas. Activity schedules must be approved by the Lee's Summit Parks and Recreation Staff.
9. Association shall schedule practices, games and events in a manner to avoid **exceeding the capacity of the parking lot, fields and restrooms.**
10. As Board facilities reach capacity it will be the Associations responsibility to insure those capacities are not exceeded.
 - It is the Board's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) needs be addressed before non-residents.
 - The Association shall determine what the capacities of Board game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with the Lee's Summit Parks and Recreation Staff prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
11. The Board, through Lee's Summit Parks and Recreation Staff, may schedule activities of the R-7 School District and school's from other areas at Legacy Park or other Board facilities.
 - The Association will advise Lee's Summit Parks and Recreation Staff of field availability for activities.
 - The schools will be charged a fee for practices and games at Legacy Park.
 - The Board will transfer a portion of the fees charged to LSFA
12. The Board, through Lee's Summit Parks and Recreation Staff, must approve all activities other than youth tackle or flag football and training opportunities associated with the program in park facilities.
13. Association shall provide the Board \$3.00 for each participant in Association sponsored leagues and any other leagues to support capital improvements and maintenance activities at Legacy Park. If the Association has more than one season the fee will be based on the season with the most participants. The fee for _____ is due by _____, 20 ~~December 31, 2017.~~ The fee is waived as long as Association league or tournament games are not played at Board facilities.
14. The Association shall seek through Lee's Summit Parks and Recreation Staff, approval for all tournaments to be held pursuant to this agreement, and shall include the Lee's Summit Parks and Recreation Staff in all discussions and agreements for tournaments sponsored by the association, co-sponsored with outside groups or sponsored by outside groups.
15. All tournaments, leagues or other events on Board Property sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and the Lee's Summit Parks and Recreation Staff in advance and will require a Field Use Permit from Lee's Summit Parks and Recreation Staff.
 - No other group may be allowed to use any of the football fields pursuant to this agreement in the Association's place.

- All such activity or other use must be approved by Lee's Summit Parks and Recreation Staff and the Field Use Permit shall be completed by the Association.
 - The Board requires a \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed. A \$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees are not paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity. The Board will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
16. Vendors that request to set up areas to sell food and/or merchandise on Board property must be approved in advance by the Association and obtain a Vendors Permit from the Lee's Summit Parks and Recreation Staff. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, however vendors for Association sponsored team pictures are excluded from this requirement.
17. Association shall pay for/provide for the cleanup of restrooms, storage areas and concession for those days the facility is in use by the Association or by activities sponsored by the Association.
- The Association shall keep these areas neat, orderly and clean.
 - The Association shall provide those supplies required to operate the restrooms.
 - The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use of Legacy Park. This included parking lots, sidelines, fields and spectator areas, etc.
18. The Association shall not change or alter park property in any way unless written consent has been granted by the Board.
19. The Association shall pay the cost of replacement or repair of any park property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees or participants in such Association or Association approved program or activity. The Association shall not be responsible for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.
20. In an effort to increase the safety of those participating in the Association's programs, the Board is requiring programs under Association's direction which use Board facilities to develop policies and procedures that in so far as possible protect the safety of children from sexual offenders, contacts with felons and otherwise ensure as safe an environment as possible for those participating in Association programs and events. To work towards achieving the development of the policies and procedures described above, the Association agrees to do the following:
- A. Perform background checks on all Association volunteers and staff 18 years and older.

1. Background checks shall be valid for 365 days from date of the background check.
 2. The volunteers and staff who volunteer or work for other Associations that have written agreements with the Board or that volunteer or work for the Board will not be required to undergo more than one background check during the 365 days the background check is valid.
 3. Work with the Board and other Associations to provide information on who has completed background checks.
- B. Use the vendor selected by the Board to perform the background checks. Associations may use other vendors if the background checks meet or exceed the specifications listed in Section E and use the disqualifiers based on the offenses listed in Section F. A letter of confirmation from the association and outside vendor will be required that confirms their agreement to follow the required procedures.
- C. Provide a link on Association websites for online application for background checks.
- D. Pay the cost of the background check directly or require volunteers and staff to pay for the background checks.
- E. The background checks will include the following:
1. National Criminal Data Base Search.
 2. 50 State Sex Offender Registry Search.
 3. Local Criminal Record, search county of current residence or longest and most current residency.
 4. Social Security Number verification.
 5. Address Trace.
- F. Volunteers and staff will be ineligible to volunteer or work for the Association if found guilty of the following crimes:
- All sex offenses regardless of the amount of time since the offense.
 - All felony violence regardless of the amount of time since the offense.
 - All felony offenses other than sex or violence related within past 10 years
 - All misdemeanor violence offenses within the past 7 years including
 - Assault in 3rd degree, 1st and 2nd offenses
 - Assault in 3rd degree
 - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including:
 - Possession of up to 35 grams marijuana/synthetic cannabinoid
 - Unlawful use of drug paraphernalia
 - Possession of a imitation controlled substance
 - Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
 - Intentionally induce symptoms by use of solvents or posses solvents 1st offense
 - Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that volunteer including:
 - Unlawful transaction with child
 - Endangering the welfare of a child, 2nd degree

- Assist in child abduction or parental kidnapping
 - Obtain/transfer/use identification for purpose of providing false identification to persons under 21
 - Supplying liquor to a minor
 - Harassment by a person 21 years or older against a person 17 years or younger
- G. Distribute or provide access to the State of Vermont Agency of Human Services, Department for Children & Families program titled “STEP UP: Protect Children From Sexual Abuse” to parents and guardians of participants in Association programs and encourage participation in the training program. “Required Parent/Guardian Training Material to Protect children From Sexual Abuse”.
- H. The president of the Association will serve on the “Background Check Review Committee” with other Association presidents and a representative from the Board. The committee will serve as needed, resolve appeals from applicants and decide issues not covered under the procedures. The process for appeals is as follows:
1. Applicant receives written notice of disqualification
 2. Applicant has the option to submit a written appeal to the Association president within seven (7) days
 3. Association president requests additional information on the applicants record from the background check vendor and forwards the written appeal information to all committee members.
 4. All committee members will be required to review the appeal and vote on the appeal within seven (7) days of receipt of additional information from the background check vendor.
 5. Committee members vote will be a secret ballot and all members must be present to vote. A majority vote will determine acceptance or denial of the appeal.
 6. President of the Association of the appealing applicant will notify the applicant in writing of the committee decision.
 7. There will be no further appeal options.
21. The Board understands and appreciates the significant time commitment of the Association Board and volunteers, and how difficult it is to recruit and retain good coaches. However, the Board feels strongly that is in the best interest of the Association’s program and the youth it serves to attempt to provide the coaches with the basic skills necessary to coach football and work with children. In order to provide a basic understanding of coaching football and working with youth the Association shall provide a minimum training of two hours per year to all coaches and or managers.
- The Association shall provide a written description of the training that has been provided and a list of coaches and or managers that have met this condition.
 - Organizational meetings do not count as training for development of coaching skills and working with youth.
 - The training will be conducted by an Association approved trainer (high school, college or professional coaches are recommended for this activity).
 - Currently licensed or certified coaches are exempt from this training requirement.

- The Board will provide a Board site for training at no cost to the Association.

22. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, the Board requires the Association to distribute or provide access to the Centers for Disease Control and Prevention program titled "Heads Up" and to encourage participation in the training program available at the following link: <https://www.cdc.gov/headsup/index.html>. The Association shall also distribute or provide access to Boston University Research: CTE Center information on Chronic Traumatic Encephalopathy (CTE) titled "Frequently Asked Questions about CTE" available at the following link: <https://www.bu.edu/cte/about/frequently-asked-questions/>

22.23. Participant surveys are an important method to measure the results of a program and the performance of the facilities. The Board, through coordination by Lee's Summit Parks and Recreation Staff, will conduct one participant survey per year of Association activities at Board facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and Lee's Summit Parks and Recreation Staff.

- The Association will provide e-mail and/or mailing addresses of all participants at the conclusion of the fall football league.
- Surveys will be paid for, prepared, mailed and results compiled by the Board and Lee's Summit Parks and Recreation Staff.

23.24. The Association shall assume the responsibility of maintaining control of their own program and taking all necessary steps to prevent the violation of any City ordinance or any act or action that might be detrimental to the Board.

24.25. The Association shall provide insurance coverage for theft, loss, damage etc. to Association property stored in or on Board property.

25.26. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board and the City of Lee's Summit, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the Association or its agents, employees, invitees, guests or users, of the Board's playing fields and facilities from January 1, 201~~87~~ to December 31, 2017, as herein set forth and provide the Board a certificate of insurance indicating coverage naming the City of Lee's Summit, Missouri, as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein.

26.27. The Association shall provide the Board, in advance of use of said parks, with a copy of the most recent year-end financial statement (detailed balance sheet and income statement) and the most recent 990 filing.

- The Association is encouraged to establish written procedures for cash and inventory control which would include periodic internal audits of these procedures.

- The Association is also encouraged to have their financial affairs audited.
- The Board reserves the right to conduct an internal audit, with a 30 day notice, to conduct an internal audit of the Association's financial records at any time.

~~27,28.~~ The Association shall permit an authorized representative of the Board, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.

~~28,29.~~ The Board hereby designates that Lee's Summit Parks and Recreation Staff shall receive and schedule requests for the practice field and game field space from others including all school requests.

~~29,30.~~ The Association shall pay for/provide for the preparation of fields for the Association's and its users' games. Materials used to line fields must not be harmful to the turf or patrons.

~~30,31.~~ The Association shall pay and be liable for Association's and its user's usage of all utilities at Legacy Park

~~31,32.~~ Association shall not place banners, signs or advertisement at Board facilities unless one of the following conditions are met.

1. Obtain a Legacy Banner permit for event banners from the Board
2. For Association sponsored banners the Association must meet requirements of the Legacy Banner Policy for Youth Sports Association Sponsored Banners. Policy below:

The intent of this policy is to allow Youth Sports Associations (YSA's) that have written agreements with Lee's Summit Parks and Recreation (LSPR) to display advertising banners at Legacy Park. The associations will be allowed to solicit sponsors for banners for the purpose of field viewing. This policy does not take the place of our existing Legacy Banner Permit (attached) for tournaments or other short term events.

YSA's may place banners at Legacy Park under the following conditions:

- Banners must be sponsored by the Association.
- Banner design and content must be approved by LSPR.
- LSPR will determine the number of banners that can be displayed.
- Banner size will be no larger than 4' x 8'
- Banner material must be approved by LSPR and will be 13 ounce reinforced vinyl with metal grommets.
- Banner installation guidelines if installed on chain link fence:
 1. Top of banner equidistance from top of fence
 2. Spaced evenly between fence posts
 3. Bottom of banners equidistance from bottom of fence.
- Banners may be placed on chain link fence locations or other locations approved by LSPR.
- Banner must allow wind to pass thru banner (slits or mesh material).
- Bottom of banner must be 8" off the ground and not extend over the chain link fence top rail.
- Banners may only be displayed during time period approved by LSPR.
- Banners for tobacco products or alcohol will not be approved.

- Banner images and messages must be in good taste and not offensive as determined by LSPR.
 - Banner Fees:
\$2.00/ banner/day displayed or \$20.00/banner/ month or \$50.00/banner/year
3. The Association shall provide to the Board a written accounting of the monetary amounts paid for or the monetary value of such advertising.
 4. In addition to the provisions set forth herein, the Board shall be entitled to deny any advertising if such advertising would cause the Board to be non-compliant with any Federal, State, or Local laws, rules or regulations.
 5. The Association will provide the Board with a list of existing Association sponsors to be placed on a “no call” list to be shared with the Board’s sponsorship contractor. The existing sponsors to be included on the “no call” list shall meet the following criteria:
 - a. Is a current Association sponsor
 - b. Has provided a minimum of 2 years continual sponsorship to the Association including the current year
 - c. Has exceeded a minimum threshold of \$1,500 per year

Team and Association banners that do not include advertising beyond the name and/or logo of the team sponsors are excluded. Team banners include the name of the team and are displayed adjacent to the team bench for the duration of the game.

~~32.~~33. The Association and others will be allowed to charge an admission fee or parking fee at the gate, parking area or as part of the team registration fee. The Association will pay the Board a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed.

- A sign showing the amount, explaining the purpose of the fee and the name of the organization collecting the fee is required to be posted at the collection site. The Lee’s Summit Parks and Recreation Staff will provide the sign.
- The Association can exempt one Association event per year from the parking fee.

~~33.~~34. The Association shall operate concession sales with its own Association members or employees. If concession sales are to be provided by a contractor, the contract must be approved by the Board prior to the start of the season.

~~34.~~35. The Association shall be allowed to provide concession sales for activities sponsored by others, or allow sales by others only by obtaining Board approval.

~~35.~~36. The environmental impact of Association activities should be considered and addressed when possible. The Board encourages and will assist Association efforts to research and implement recycling activities.

~~36.~~37. It is the responsibility of the Association to determine if field conditions are safe for its use and if weather conditions are safe for play by the Association or its users’.

37.38. It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or fields at practice and game fields. The Association will be responsible to repair damage caused by such use. Lee's Summit Parks and Recreation Staff will specify the types of repairs that need to be completed. If field damage becomes excessive due to the Association's or its users' use during unfavorable field conditions the Board will take over this responsibility, at the expense of the Association.

38.39. The Association shall provide trash dumpsters and trash can liners at Legacy Park.

39.40. The Association shall pay for/provide for the mowing services at Legacy Park for Association ball fields and turf areas. Such mowing shall include:

- Category I mowing: All parking lot islands, one mower width next to parking lot and entrances, practice areas, areas adjacent to concession stands, and common areas shall be mowed and trimmed at least once every two weeks while growing and not allowed to exceed 6" in height. If height of vegetation exceeds 8" the Board will have the areas mowed and trimmed by a contractor and invoice the Association for cost incurred.
- Category II mowing: All athletic field surfaces, 10 feet outside the athletic field fences and warm up areas may vary in cutting height, but final height after mowing shall be between 2 1/2" and 3 1/2" and not allowed to exceed 6" in height. Fences adjacent to athletic fields shall be trimmed once every two weeks. If height of vegetation exceeds 8" the Board will have the areas mowed and trimmed and invoice the Association for cost incurred.
- Upon completion a mowed area should be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.
- All park structures, trees, poles signs, fences, traffic control boulders, and shrub beds are to be trimmed closely.
- All trash and litter should be removed from the entire area prior to any mowing of turf areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed.
- The Contractor shall accomplish all trimming around signs, posts, fences, rocks, buildings, and etc. every 2 weeks while actively growing and not exceed 6" in height. Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" the Board will have the areas trimmed by a contractor and invoice the Association for cost incurred.
- Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" the Board will have the areas trimmed by a contractor and invoice the association for cost incurred.
- The Association shall be responsible and liable for damage to Board property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to inflict damage to the bark of trees. The Board will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.

40.41. All equipment used by the Association to perform services shall be operated in a safe manner consistent with the manufactures' recommendations. The equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings and property inside the fence, a minimum of ten feet outside the fence and parking lot, parking lot islands and medians, and turf areas between the parking lot and restroom/concession building. Field areas will be maintained at 2.5"-3.5". All other areas

will be maintained at 3"-4". No more than 1/3 of blade length will be removed per mowing. Attached map shows areas to be mowed. Mowing height and frequency will be monitored by the Board.

~~41.42.~~ Basic seeding, fertilizing and pesticides will be provided by Board, see the attached Annual Turf Maintenance Calendar. The Association will be responsible for material costs for increased levels of maintenance.

~~42.43.~~ The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e. goals, player equipment, balls, field paint, etc.

~~43.44.~~ The Association and the Board hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

~~44.45.~~ The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

~~45.46.~~ The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents or participants.

~~47.~~ Association shall not schedule practices at Miller J. Fields Park on the following dates:

September 8, 15, 22, 29
October 6, 13

~~46. Monday-Thursday, 5:00 p.m.-9:00 p.m. starting August 1, 2017 and ending November 30, 2017. Also schedule Saturday practices at Miller J. Fields Park from 7:00 a.m.-6:00 p.m. on August 5, August 12, August 19, and August 26, 2017.~~

~~47.48.~~ The Association shall not schedule or allow regular individual and/or team practice at Legacy Park football fields unless approved by Lee's Summit Parks and Recreation Staff.

~~48.49.~~ The Association shall not maintain a fund balance in excess of 50% of annual operating expenses, as measured at the completion of its fiscal year. Any fund balance over 50% shall be deposited into a separate account and reserved for capital improvements to park facilities. Capital investments will be determined by mutual agreement between the board and the association.

~~49.50.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, an annual schedule of Association Board meetings. LSPR staff will provide a representative to attend public meetings on a regular basis. The liaison will serve as a resource to the Association.

~~50.51.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of Executive Board minutes for each meeting held during the term of

this agreement.

~~51.~~~~52.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of the Association's organizational chart including names and position titles.

~~52.~~~~53.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a written list of Association Board members who are paid staff, represent an organization(s), a leasee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.

~~53.~~~~54.~~ Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Lee's Summit Parks and Recreation
Attn: Administrator
220 SE Green Street
Lee's Summit, MO 64063

Lee's Summit Tackle Football Association, Inc.
PO Box 6724
Lee's Summit, MO 64064

~~54.~~~~55.~~ In order to provide necessary flexibility for the most effective execution of this Agreement,
whenever both the Board and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

~~55.~~~~56.~~ It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

~~56.~~~~57.~~ This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.

~~57.~~~~58.~~ Nothing in this Agreement shall be construed to create an employment relationship between the Board, the City of Lee's Summit, and the members, employees or agents of the Association.

In consideration of said funds and services, the Board agrees to provide the following:

1. All maintenance of utilities.
2. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
 - a. Seed, sod, fertilizer and pest control
 - b. Irrigation
 - c. Aeration

3. Maintenance and repair of the restroom/concession building and fixtures except for those items owned by the Association.
4. Maintenance, repair, and replacement of fencing, trees, shrubs, and walkways.
5. Winterize restroom/concession building and water fountains. Timing of these activities will be based on weather and temperature conditions and will be decided by the Board.
6. Park staff will perform any activity due to non-performance by the Association, and this will be charged at \$25.00 per hour to the Association.

Board Sponsored Tournaments

1. The Board will reimburse the Association for agreed upon costs the Association incurs due to Board sponsored tournaments at Legacy Park using areas that have been provided to the Association through this agreement. Costs include but are not limited to utilities, mowing, field set up, trash pick up and restroom cleaning.

If Association fails to perform any obligation imposed upon Association hereby, Board may terminate this agreement by delivering not less than ten (10) days written notice of termination to the Association.

This agreement shall be effective the 1st day of January, 201~~8~~⁷ and the first use of the playing fields in the park herein identified shall be January 1, 201~~8~~⁷ and this agreement shall terminate on the day of
 , 20~~31~~st ~~day of December, 2017~~.

IN WITNESS WHEREOF, the parties below have hereunto executed this agreement on the day and year written below.

Agreement acknowledged this _____ day of _____, 201~~8~~⁷.

~~Joe Hampton Timothy L. Mowery, Jr.~~, President
Lee's Summit Football Association, Inc.

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

~~Joe Snook, J. Thomas Lovell, Jr.~~ CPRP, Administrator
Lee's Summit Parks and Recreation Department

**AGREEMENT BETWEEN
THE LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT GIRLS SOFTBALL ASSOCIATION**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Girls Softball Association (hereinafter termed "Association"). The Association, having been determined by the Board to be an association or group organized and operating to fulfill a need in the City of Lee's Summit and to accomplish a public purpose, is designated to be the "primary provider" of recreational girls softball in Lee's Summit. Further, the Association is hereby given exclusive use of Legacy Park game and practice softball fields and the practice fields at Pleasant Lea Park, Lower Banner Park and Miller J. Fields (except dates listed below) from January 1, 201~~8~~7 through December 31, 201~~8~~7, for the purpose of conducting various softball activities on a regularly scheduled basis in accordance with the schedule and sites appended hereto and made a part thereof. The Board reserves the right to schedule Board activities during the agreement period so long as an officer of the Association is notified in advance. The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.

In consideration of the use of said playing fields and the necessary surrounding areas, the parties agree as follows:

1. 501(c)(3) Status: The Association shall maintain its 501(c)(3) status throughout the term of this Agreement. The Association shall not engage in any conduct which jeopardizes or causes it to forfeit its 501(c)(3) status.
2. Association shall assemble and provide the Lee's Summit Parks and Recreation Staff copies of the scheduling of all practice sessions on Board property and games no later than one week before each season begins.
3. Association will not take any action which would jeopardize the City's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall provide a mail and e-mail database of participants to the Lee's Summit Parks and Recreation Staff for the purpose of survey distribution and Lee's Summit residency monitoring.
5. Association shall control the behavior of participants and spectators during events.
 - The Association is empowered by the Board to eject unruly or dangerous participants, coaches, parents or spectators from the premises during the events. Any Association officer or representative can exercise this authority. The Association may contact the Police Department for assistance, if necessary
6. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by the Board.
7. Association shall keep assigned Legacy Park areas and practice areas free of trash and litter caused by their use. For events where large amounts of trash are expected the Association shall rent additional dumpsters or ensure that existing dumpsters are emptied so trash bags do not

accumulate outside the dumpster enclosures.

8. Association shall schedule activities of assigned areas. Activity schedules must be approved by the Lee's Summit Parks and Recreation Staff.
9. Association shall schedule practices, games and events in a manner to avoid **exceeding the capacity of the parking lot, fields and restrooms.**
10. As Board facilities reach capacity it will be the Associations responsibility to insure those capacities are not exceeded.
 - It is the Board's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) be addressed before non-residents. Lee's Summit residents will have priority placement over non-residents for all registrations received on or before the registration deadline.
 - The Association shall determine what the capacities of Board game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with the Lee's Summit Parks and Recreation Staff prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
11. The Board, through Lee's Summit Parks and Recreation Staff, may schedule activities of the R-7 School District and school's from other areas at Legacy Park or other board facilities.
 - The Association will advise the Lee's Summit Parks and Recreation Staff of field availability for activities.
 - The schools will be charged a fee for practices and games at Legacy Park.
 - The Board will transfer a portion of the fees charged to LSGSA.
12. The Board, through Lee's Summit Parks and Recreation Staff, must approve all activities other than youth softball and training opportunities associated with the program at park facilities.
13. Association shall provide the Board \$3.00 for each participant in Association sponsored leagues and any other leagues to support capital improvements and maintenance activities at Legacy Park. If the Association has more than one season, the fee will be based on the season with the most participants. The fee is due by December 31, 2018~~7~~.
14. The Association shall seek through Lee's Summit Parks and Recreation Staff, approval for all tournaments to be held pursuant to this agreement, and shall include the through Lee's Summit Parks and Recreation Staff, in all discussions and agreements for tournaments sponsored by the Association, co-sponsored with outside groups or sponsored by outside groups.
15. All tournaments, leagues or other events sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and the Lee's Summit Parks and Recreation Staff in advance and will require a Field Use Permit from Lee's Summit Parks and Recreation Staff.
 - No other group may be allowed to use any of the softball fields pursuant to this agreement in Associations place

- All such activity must be approved by the Lee's Summit Parks and Recreation Staff and the Field Use Permit will be completed by the Association.
 - The Board requires a \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed. A \$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees are not paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity. The Board will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
16. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on Board property must be approved by the Association and obtain a Vendor Permit from the Lee's Summit Parks and Recreation Staff. Tournament sponsors are required to obtain a vendor permit to sell food and/or merchandise, however vendors for Association sponsored team pictures are excluded from this requirement.
17. Association shall pay for/provide for the cleanup of restrooms, storage areas and concession for those days the facility is in use by the Association or by activities sponsored by the Association.
- The Association shall keep these areas neat, orderly and clean.
 - The Association shall provide those supplies required to operate the restrooms.
 - The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use of Legacy Park. This Includes parking lots, dugouts, fields and spectator areas, etc.
18. Association shall not change or alter park property in any way unless written consent has been granted by the Board.
19. Association shall pay the cost of replacement or repair of any park property damaged through the negligence of or actions of the Association, its agents, invitees, guests, employees or participants in such Association or Association approved program or activity. The Association shall not be responsible for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.
20. In an effort to increase the safety of those participating in the Association's programs, the Board is requiring programs under Association's direction which use Board facilities to develop policies and procedures that in so far as possible protect the safety of children from sexual offenders, contacts with felons and otherwise ensure as safe an environment as possible for those participating in Association programs and events. To work towards achieving the development of the policies and procedures described above, the Association agrees to do the following:

- A. Perform background checks on all Association volunteers and staff 18 years and older.
1. Background checks shall be valid for 365 days from date of the background check.
 2. The volunteers and staff who volunteer or work for other Associations that have written agreements with the Board or that volunteer or work for the Board will not be required to undergo more than one background check during the 365 days the background check is valid.
 3. Work with the Board and other Associations to provide information on who has completed background checks.
- B. Use the vendor selected by the Board to perform the background checks. Associations may use other vendors if the background checks meet or exceed the specifications listed in Section E and use the disqualifiers based on the offenses listed in Section F. A letter of confirmation from the association and outside vendor will be required that confirms their agreement to follow the required procedures.
- C. Provide a link on Association websites for online application for background checks.
- D. Pay the cost of the background check directly or require volunteers and staff to pay for the background checks.
- E. The background checks will include the following:
1. National Criminal Data Base Search.
 2. 50 State Sex Offender Registry Search.
 3. Local Criminal Record, search county of current residence or longest and most current residency.
 4. Social Security Number verification.
 5. Address Trace.
- F. Volunteers and staff will be ineligible to volunteer or work for the Association if found guilty of the following crimes:
- All sex offenses regardless of the amount of time since the offense.
 - All felony violence regardless of the amount of time since the offense.
 - All felony offenses other than sex or violence related within past 10 years
 - All misdemeanor violence offenses within the past 7 years including
 - Assault in 3rd degree, 1st and 2nd offenses
 - Assault in 3rd degree
 - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including:
 - Possession of up to 35 grams marijuana/synthetic cannabinoid
 - Unlawful use of drug paraphernalia
 - Possession of a imitation controlled substance
 - Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
 - Intentionally induce symptoms by use of solvents or posses solvents 1st offense
 - Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that volunteer including:
 - Unlawful transaction with child
 - Endangering the welfare of a child, 2nd degree

- Assist in child abduction or parental kidnapping
 - Obtain/transfer/use identification for purpose of providing false identification to persons under 21
 - Supplying liquor to a minor
 - Harassment by a person 21 years or older against a person 17 years or younger
- G. Distribute or provide access to the State of Vermont Agency of Human Services, Department for Children & Families program titled “STEP UP: Protect Children From Sexual Abuse” to parents and guardians of participants in Association programs and encourage participation in the training program. Refer to the program as “Require Training for Parents/Guardians to Protect Children From Sexual Abuse”.
- H. The president of the Association will serve on the “Background Check Review Committee” with other Association presidents and a representative from the Board. The committee will serve as needed, resolve appeals from applicants and decide issues not covered under the procedures. The process for appeals is as follows:
1. Applicant receives written notice of disqualification
 2. Applicant has the option to submit a written appeal to the Association president within seven (7) days
 3. Association president requests additional information on the applicants record from the background check vendor and forwards the written appeal information to all committee members.
 4. All committee members will be required to review the appeal and vote on the appeal within seven (7) days of receipt of additional information from the background check vendor.
 5. Committee members vote will be a secret ballot and all members must be present to vote. A majority vote will determine acceptance or denial of the appeal.
 6. President of the Association of the appealing applicant will notify the applicant in writing of the committee decision.
 7. There will be no further appeal options.
21. The Board understands and appreciates the significant time commitment of the Association Board and volunteers, and how difficult it is to recruit and retain good coaches. However, the Board feels strongly that is in the best interest of the Association’s program and the youth it serves to attempt to provide the coaches with the basic skills necessary to coach softball and work with children. In order to provide a basic understanding of coaching softball and working with youth the Association shall provide a minimum training of two hours per year to all coaches and or managers.
- The Association shall provide a written description of the training that has been provided and a list of coaches and or managers that have met this condition.
 - Organizational meetings do not count as training for development of coaching skills and working with youth.
 - The training will be conducted by an Association approved trainer (high school, college or professional coaches are recommended for this activity).
 - Currently licensed or certified coaches are exempt from this training requirement.

- The Board will provide a Board site for training at no cost to the Association.

22. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, the Board requires the Association to distribute or provide access to the Centers for Disease Control and Prevention program titled “Heads Up” and to encourage participation in the training program available at the following link: <https://www.cdc.gov/headsup/index.html>. The Association shall also distribute or provide access to Boston University Research: CTE Center information on Chronic Traumatic Encephalopathy (CTE) titled “Frequently Asked Questions about CTE” available at the following link: <https://www.bu.edu/cte/about/frequently-asked-questions/>

22-23. Participant surveys are an important method to measure the results of a program and the performance of the facilities. The Board, through coordination by Lee’s Summit Parks and Recreation Staff, will conduct one participant survey per year of Association activities at Board facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and Lee’s Summit Parks and Recreation Staff.

- The Association will provide to the Board e-mail and/or mailing addresses of all participants.
- Surveys will be paid for, prepared, mailed and results compiled by the Board and Lee’s Summit Parks and Recreation Staff.

23-24. The Association shall assume the responsibility of maintaining control of their own program and take all necessary steps to prevent the violation of a City Ordinance or any act or action that might be detrimental to the Board.

24-25. The Association shall provide insurance coverage for theft, loss, damage, etc. to Association property stored in or on Board property.

25-26. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board and the City of Lee’s Summit, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney’s fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the Association or its agents, employees, invitees, guests or users, of the Board’s playing fields and facilities from January 1, 201~~8~~7 to December 31, 201~~8~~7 as herein set forth and provide the Board a certificate of insurance indicating coverage naming the City of Lee’s Summit, Missouri as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein.

26-27. The Association shall provide the Board, in advance of use of said parks, with a copy of the most recent year end financial statements (detailed balance sheet and income statement) and the most recent 990 filing.

- The association is encouraged to establish written procedures for cash and inventory control which would include periodic internal audits of these procedures.
- The Association is also encouraged to have their financial affairs audited.
- The Board reserves the right to conduct an internal audit, at Board expense and with a 30 day notice, to conduct an internal audit of the Association's financial records at any time.

~~27-28.~~ The Association shall permit an authorized representative of the Board, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.

~~28-29.~~ The Board hereby designates that Lee's Summit Parks and Recreation Staff shall receive and schedule requests for practice field and game field space from others including all school requests.

~~29-30.~~ The Association shall pay for/provide for preparation of fields for the Association's and its users' games. This includes all grooming, dragging and lining of fields. Materials used to line fields must not be harmful to the turf or patrons.

~~30-31.~~ Association shall pay and be liable for the Association's and its users' usage of all utilities at Legacy Park.

~~31-32.~~ Association shall not place banners, signs or advertisement at Board facilities unless one of the following conditions are met.

1. Obtain a Legacy Banner permit for event banners from the Board
2. For Association sponsored banners the Association must meet requirements of the Legacy Banner Policy for Youth Sports Association Sponsored Banners. Policy below:

The intent of this policy is to allow Youth Sports Associations (YSA's) that have written agreements with Lee's Summit Parks and Recreation (LSPR) to display advertising banners at Legacy Park. The associations will be allowed to solicit sponsors for banners for the purpose of field viewing. This policy does not take the place of our existing Legacy Banner Permit (attached) for tournaments or other short term events.

YSA's may place banners at Legacy Park under the following conditions:

- Banners must be sponsored by the Association.
- Banner design and content must be approved by LSPR.
- LSPR will determine the number of banners that can be displayed.
- Banner size will be no larger than 4' x 8'
- Banner material must be approved by LSPR and will be 13 ounce reinforced vinyl with metal grommets.
- Banner installation guidelines if installed on chain link fence:
 1. Top of banner equidistance from top of fence
 2. Spaced evenly between fence posts
 3. Bottom of banners equidistance from bottom of fence.
- Banners may be placed on chain link fence locations or other locations approved by LSPR.
- Banner must allow wind to pass thru banner (slits or mesh material).

- Bottom of banner must be 8” off the ground and not extend over the chain link fence top rail.
 - Banners may only be displayed during time period approved by LSPR.
 - Banners for tobacco products or alcohol will not be approved.
 - Banner images and messages must be in good taste and not offensive as determined by LSPR.
 - Banner Fees:
\$2.00/ banner/day displayed or \$20.00/banner/ month or \$50.00/banner/year
3. The Association shall provide to the Board a written accounting of the monetary amounts paid for or the monetary value of such advertising.
 4. In addition to the provisions set forth herein, the Board shall be entitled to deny any advertising if such advertising would cause the Board to be non-compliant with any Federal, State, or Local laws, rules or regulations.
 5. The Association will provide the Board with a list of existing Association sponsors to be placed on a “no call” list to be shared with the Board’s sponsorship contractor. The existing sponsors to be included on the “no call” list shall meet the following criteria:
 - a. Is a current Association sponsor
 - b. Has provided a minimum of 2 years continual sponsorship to the Association including the current year
 - c. Has exceeded a minimum threshold of \$1,500 per year

Team and Association banners that do not include advertising beyond the name and/or logo of the team sponsors are excluded. Team banners include the name of the team and are displayed adjacent to the team bench for the duration of the game.

~~32.33.~~ The Association and others will be allowed to charge an admission fee or parking fee at the gate, parking area or as part of the team registration fee. The Association will pay the Board a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed.

- A sign showing the amount, explaining the purpose of the fee and the name of the organization collecting the fee is required to be posted at the collection site. The Lee’s Summit Parks and Recreation Staff will provide the sign.
- The Association can exempt one Association event per year from the parking fee.

~~33.34.~~ The Association shall operate concession sales with its own Association members or employees. If concession sales are to be provided by a contractor, the contractor must be approved by the Board prior to the start of the season.

~~34.35.~~ The Association shall be allowed to provide concession sales for activities sponsored by others, or allow sales by others only by obtaining Board approval.

~~35.36.~~ The environmental impact of Association activities should be considered and addressed when possible. The Board encourages and will assist Association efforts to research and implement recycling activities.

~~36.37.~~ It is the responsibility of the Association to determine if field conditions are safe for its

use and if weather conditions are safe for play by the Association or its users.

~~37.38.~~ It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or infields at practice and game fields. The Association will be responsible to repair damage caused by such use. Lee's Summit Parks and Recreation Staff will specify the types of repairs that need to be completed. If field damage becomes excessive due to the Association's or its users' use during unfavorable field conditions, the Board will take over this responsibility, at the expenses of the Association.

~~38.39.~~ The Association shall provide trash dumpsters and trash can liners at Legacy Park.

~~39.40.~~ The Association shall pay for/provide for the mowing services at Legacy Park for Association ball fields and other turf areas. Such mowing shall include:

- Category I mowing: All parking lot islands, one mower width next to parking lot and entrances, practice areas, areas adjacent to concession stands, and common areas shall be mowed and trimmed at least once every two weeks while growing and not allowed to exceed 6" in height. If height of vegetation exceeds 8" the Board will have the areas mowed and trimmed by a contractor and invoice the Association for cost incurred.
- Category II mowing: All athletic field surfaces, 10 feet outside the athletic field fences and warm up areas may vary in cutting height, but final height after mowing shall be between 2 1/2" and 3 1/2" and not allowed to exceed 6" in height. Fences adjacent to athletic fields shall be trimmed once every two weeks. If height of vegetation exceeds 8" the Board will have the areas mowed and trimmed and invoice the Association for cost incurred.
- Upon completion a mowed area should be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.
- All park structures, trees, poles signs, fences, traffic control boulders, and shrub beds are to be trimmed closely.
- All trash and litter should be removed from the entire area prior to any mowing of turf areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed.
- The Contractor shall accomplish all trimming around signs, posts, fences, rocks, buildings, and etc. every 2 weeks while actively growing and not exceed 6" in height. Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" the Board will have the areas trimmed by a contractor and invoice the Association for cost incurred.
- Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" the Board will have the areas trimmed by a contractor and invoice the association for cost incurred.
- The Association shall be responsible and liable for damage to Board property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to inflict damage to the bark of trees. The Board will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.

~~40.41.~~ All equipment used by the Association to perform services shall be operated in a safe manner consistent with the manufactures' recommendations. The equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings and property inside the

fence, a minimum of ten feet outside the fence and parking lot, parking lot islands and medians, and turf areas between the parking lot and restroom/concession building. Field areas will be maintained at 2.5"-3.5". All other areas will be maintained at 3"-4". No more than 1/3 of blade length will be removed per mowing. Attached map shows areas to be mowed. Mowing height and frequency will be monitored by the Board.

~~41.42.~~ Basic seeding, fertilizing and pesticides will be provided by the Board, see the attached Annual Turf Maintenance Calendar. The Association will be responsible for material costs for increased levels of maintenance.

~~42.43.~~ The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e., bases, balls, bats, field chalk/paint, etc.

~~43.44.~~ The Association and the Board hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

~~44.45.~~ The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

~~45.46.~~ The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents or participants.

~~46.47.~~ The Association shall start no inning of a ball game after 10:45 p.m. nor allow a game to overrun the 11:00 p.m. curfew which has been established by City Ordinance in all Parks.

~~47.48.~~ Association shall be responsible for turning of field lights on/off for Association activities and other users.

~~48.49.~~ Association shall not schedule practices at Miller J. Fields on the following dates:

April ~~7, 14, 21, 28~~ 9, 16, 23, 30

May ~~5, 12~~ 7, 14, 21

June ~~9, 16, 23, 30~~ 4, 11, 18, 25

July ~~7, 14~~ 2, 9, 16, 23

August 1-November 19

~~49.50.~~ The Association is hereby given use of the softball venue practice area at Legacy Park that includes one (~~2~~) T-ball field and two (2) batting tunnels for the purpose of conducting various softball activities on a regularly scheduled basis. The Board reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified of each activity.

1. Allow only association members use of the practice area.

~~50.51.~~ The Association shall not maintain a fund balance in excess of 50% of annual operating expenses, as measured at the completion of its fiscal year. Any fund balance over 50% shall be deposited into a separate account and reserved for capital

improvements to park facilities. Capital investments will be determined by mutual agreement between the board and the association.

~~51.52.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, an annual schedule of Association Board meetings. LSPR staff will provide a representative to attend public meetings on a regular basis. The liaison will serve as a resource to the Association.

~~52.53.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a copy of Executive Board minutes for each meeting held during the term of this agreement.

~~53.54.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of the Association's organizational chart including names and position titles.

~~54.55.~~ The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a written list of Association Board members who are paid staff, represent an organization(s), a leasee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.

~~55.56.~~ Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Lee's Summit Parks and Recreation
Attn: Administrator
220 SE Green Street
Lee's Summit, MO 64063

Lee's Summit Girls Softball Association
P.O. Box 2435
Lee's Summit, MO 64063

~~56.57.~~ In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

~~57.58.~~ It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

~~58.59.~~ This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.

~~59.60.~~ Nothing in this Agreement shall be construed to create an employment relationship between the Board, the City of Lee's Summit, and the members, employees or agents of the Association.

In consideration of said funds and services, the Board agrees to provide the following:

1. Maintenance of all utilities.
2. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
 - a. Seed, sod, fertilizer and pest control
 - b. Irrigation
 - c. Aeration
3. Maintenance and repair of restroom/concession building and fixtures except for those items owned by the Association.
4. Maintenance, repair and replacement of fencing, trees, shrubs, athletic field lighting and walkways.
5. Winterize restroom/concession building and water fountains. Timing of these activities will be based on weather and temperature conditions and will be decided by the Board.
6. Park staff will perform any activity due to non-performance by the Association, and this will be charged at \$25.00 per hour to the Association.

Board Sponsored Tournaments

1. The Board will reimburse the Association for agreed upon costs the Association incurs due to Board sponsored tournaments at Legacy Park using areas that have been provided to the Association through this agreement. Costs include but are not limited to utilities, mowing, field set up, trash pick-up and restroom cleaning.

If the Association fails to perform any obligation imposed upon Association hereby, Board may terminate this agreement by delivering not less than ten (10) days written notice of termination to the Association.

This agreement shall be effective the 1st day of January, 201~~8~~7 and the first use of the playing fields in the parks herein identified shall be January 1, 201~~8~~7 and this agreement shall terminate on the 31st day of December, 201~~8~~7.

IN WITNESS WHEREOF, the parties below have hereunto executed this agreement on the day and year written below.

Agreement acknowledged this _____ day of _____, 201~~8~~7.

Bob Johnson, President
Lee's Summit Girls Softball Association

Brian Hutchin, President

|

Lee's Summit Parks and Recreation Board

| Joe Snook, J. Thomas Lovell, Jr. CPRP, Administrator
Lee's Summit Parks and Recreation

DRAFT

**AGREEMENT BETWEEN
LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT SOCCER ASSOCIATION
(Competitive Rental Agreement)**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Soccer Association (hereinafter termed "Association"). The Association, having been determined by the Board to be an association or group organized and operating to fulfill a need in the City of Lee's Summit and to accomplish a public purpose, is designated to be the "primary provider" of youth competitive soccer in Lee's Summit. The Board reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified in advance of each activity. The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.

In consideration of the use of said playing fields and the necessary surrounding areas, the parties agree as follows:

1. Association shall assemble and provide the Lee's Summit Parks and Recreation Staff copies of the schedules of all games on Board property no later than one week before each season begins.
2. The Association shall control the behavior of participants and spectators during events.
 - The Association is empowered by the Board to eject unruly or dangerous participants, coaches, parents, vendors, contractors or spectators from the premises during the events. Any Association board member can exercise this authority. The Association may contact the Police Department for assistance, if necessary.
3. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by the Board.
4. Association shall keep assigned Legacy Park areas free of trash and litter caused by their use. For events where large amounts of trash are expected the Association shall rent additional dumpsters or ensure that existing dumpsters are emptied so trash bags do not accumulate outside the dumpster enclosures.
5. Association shall ensure scheduled activities do not **exceed the capacity of the parking lot, fields and restrooms.**
6. The Association shall provide the Board a field rental fee for each competitive game played by a league or club. The rental fee shall be \$12 per game.

The fee is due by _____, 20 ~~December 31, 2017.~~

7. All tournaments, leagues or other events sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and the Lee's Summit Parks and Recreation Staff in advance and will require a Field Use Permit from Lee's Summit Parks and Recreation Staff.
 - No other group may be allowed to use any of the soccer fields pursuant to this agreement in the Association's place.

- All such activities must be approved by Lee's Summit Parks and Recreation Staff and the Field Use Permit shall be completed by the Association.
 - The Board requires a \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices and or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed. A \$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees are not paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity. The Board will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
8. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on Board property must be approved in advance by the Association and obtain a Vendors Permit from the Lee's Summit Parks and Recreation Staff. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, including tournament promotional t-shirts, however, vendors for Association sponsored team pictures are excluded from this requirement.
 9. The Association shall pay for/provide for the cleanup of restrooms, storage areas, and concession areas for those days the facility is in use by the Association or by activities approved by the Association.
 - The Association shall keep these areas neat, orderly and clean.
 - The Association shall provide those supplies required to operate the restrooms.
 - The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use at Legacy Park. This includes parking lots, sidelines, fields and spectator areas, etc.
 10. The Association shall not change or alter park property in any way unless written consent has been granted by the Board.
 11. The Association shall pay the cost of replacement or repair of any park property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees or participants in such Association or Association approved program or activity. The Association shall not be responsible for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.
 12. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board and the City of Lee's Summit, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the

Association or its agents, employees, invitees, guests or users, of the Board's playing fields and facilities from January 1, 201~~87~~ to 20 December 31, 2017 as herein set forth and provide the Board a certificate of insurance indicating coverage naming the City of Lee's Summit as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein.

13. The Association shall pay for/provide for the preparation and lining of fields for the Association's and its users' games. Materials used to line fields must not be harmful to the turf or patrons.
14. The Association shall pay and be liable for Association's and its users' usage of all utilities at Legacy Park.
15. It is the responsibility of the Association to determine if field conditions are safe for its use and if weather conditions are safe for play by the Association or its users'.
16. It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or fields at practice and game fields. The Association will be responsible to repair damage caused by such use. Lee's Summit Parks and Recreation Staff will specify the types of repairs that need to be completed. If field damage becomes excessive or is not repaired to the Board's satisfaction due to the Association's or its users' use during unfavorable field conditions the Board will take over this responsibility, at the expense of the Association.
17. The Association and the Board hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.
18. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
19. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents or participants.
20. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Lee's Summit Parks and Recreation
Attn: Administrator
220 SE Green Street
Lee's Summit, MO 64063

Lee's Summit Soccer Association
705 B SE Melody Lane
PMB 303
Lee's Summit, MO 64063

21. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

22. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.
23. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.
24. Nothing in this Agreement shall be construed to create an employment relationship between the Board, the City of Lee's Summit, and the members, employees or agents of the Association.

If the Association fails to perform any obligation imposed upon Association hereby, Board may terminate this agreement by delivering not less than ten (10) days written notice of termination to the Association.

This agreement shall be effective the 1st day of January, 201~~87~~ and the first use of the playing fields in the parks herein identified shall be January 1, 201~~87~~ and this agreement shall terminate on the day of , 20~~17~~ ~~31st day of December, 2017~~.

IN WITNESS WHEREOF, the parties below have hereunto executed this agreement on the day and year written below.

Agreement acknowledged this day of , 201~~87~~.

Jeff Fielder, President
Lee's Summit Soccer Association

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

~~Joe Snook~~ ~~J. Thomas Lovell, Jr.~~, CPRP, Administrator
Lee's Summit Parks and Recreation Department

**AGREEMENT BETWEEN
LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT SOCCER ASSOCIATION
(Recreational Agreement)**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Soccer Association (hereinafter termed "Association"). The Association, having been determined by the Board to be an association or group organized and operating to fulfill a need in the City of Lee's Summit and to accomplish a public purpose, is designated to be the "primary provider" of youth recreational soccer in Lee's Summit. Further, the Association is hereby given exclusive use of soccer practice areas at Osage Trails Park, Lowenstein Park, Upper Banner Park, Lower Banner Park, Howard Park and Wadsworth Park hereinafter referred to collectively as "Practice Areas") from January 1, 201~~87~~ through , 20 ~~December 31, 2017~~ for the purpose of conducting various soccer activities on a regularly scheduled basis. The Association is also given exclusive use of the soccer fields at Legacy Park (fields north of football and fields east of Early Childhood Development Center). The Board reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified in advance of each activity. The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.

In consideration of the use of said playing fields and the necessary surrounding areas, the parties agree as follows:

1. 501(c)(3) Status: The Association shall maintain its 501(c)(3) status throughout the term of this Agreement. The Association shall not engage in any conduct which jeopardizes or causes it to forfeit its 501(c)(3) status.
2. Association shall assemble and provide the Lee's Summit Parks and Recreation Staff copies of the schedules of all practice sessions on Board property and games no later than one week before each season begins.
3. Association will not take any action which would jeopardize the City's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall provide a mail and e-mail address database of youth and adult participants to the Lee's Summit Parks and Recreation Staff for the purpose of survey distribution and Lee's Summit residency monitoring.
5. The Association shall control the behavior of participants and spectators during events.
 - The Association is empowered by the Board to eject unruly or dangerous participants, coaches, parents, vendors, contractors or spectators from the premises during the events. Any Association board member can exercise this authority. The Association may contact the Police Department for assistance, if necessary.
6. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by the Board.
7. Association shall keep assigned Legacy Park areas and practice areas free of trash and litter caused by their use. For events where large amounts of trash are expected the Association shall rent additional

dumpsters or ensure that existing dumpsters are emptied so trash bags do not accumulate outside the dumpster enclosures.

8. Association shall schedule activities of assigned areas. Activity schedules must be approved by the Lee's Summit Parks and Recreation Staff.
9. Association shall schedule practices, games and events in a manner to avoid **exceeding the capacity of the parking lot, fields and restrooms.**
10. As Board facilities reach capacity it will be the Association's responsibility to insure those capacities are not exceeded.
 - It is the Board's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) needs be addressed before non-residents. Lee's Summit residents will have a priority placement over non-residents for all registrations received on or before the registration deadline.
 - The Association shall determine what the capacities of Board game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with the Lee's Summit Parks and Recreation Staff prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
11. The Board, through Lee's Summit Parks and Recreation Staff, may schedule activities of the R-7 School District and school's from other areas at Legacy Park or other Board facilities.
 - The Association will advise Lee's Summit Parks and Recreation Staff of field availability for activities.
 - The schools will be charged a fee for practices and games at Legacy Park.
 - The Board will transfer a portion of the fees charged to LSSA.
12. The Board, through Lee's Summit Parks and Recreation Staff, must approve all activities other than youth and adult outdoor soccer and training opportunities associated with the program in park facilities.
13. The Association shall provide the Board a fee for each participant in Association sponsored leagues and any other leagues to support maintenance activities at Legacy Park. If the Association has more than one season per league the fee will be based on the season with the most participants. Listed below is the fee amount for each league:

Recreational League:	\$3.00 per participant
Adult League:	\$3.00 per participant
Special Needs League:	Exempt

The fee for _____ is due by _____, 20 December 31, 2017.
14. The Association shall seek through Lee's Summit Parks and Recreation Staff, approval for all tournaments to be held pursuant to this agreement, and shall include the Lee's Summit Parks and Recreation Staff, in all discussions and agreements for tournaments sponsored by the Association, co-sponsored with outside groups or sponsored by outside groups.
15. All tournaments, leagues or other events sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and the Lee's Summit Parks and Recreation Staff in advance and will require a Field Use Permit from Lee's Summit Parks and Recreation Staff.

- No other group may be allowed to use any of the soccer fields pursuant to this agreement in the Association's place.
 - All such activities must be approved by Lee's Summit Parks and Recreation Staff and the Field Use Permit shall be completed by the Association.
 - The Board requires a \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices and or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed. A \$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees are not paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity. The Board will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
16. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on Board property must be approved in advance by the Association and obtain a Vendors Permit from the Lee's Summit Parks and Recreation Staff. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, including tournament promotional t-shirts, however, vendors for Association sponsored team pictures are excluded from this requirement.
17. The Association shall pay for/provide for the cleanup of restrooms, storage areas, and concession areas for those days the facility is in use by the Association or by activities approved by the Association.
- The Association shall keep these areas neat, orderly and clean.
 - The Association shall provide those supplies required to operate the restrooms.
 - The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use at Legacy Park. This includes parking lots, sidelines, fields and spectator areas, etc.
18. The Association shall not change or alter park property in any way unless written consent has been granted by the Board.
19. The Association shall pay the cost of replacement or repair of any park property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees or participants in such Association or Association approved program or activity. The Association shall not be responsible for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.
20. In an effort to increase the safety of those participating in the Association's programs, the Board is requiring programs under Association's direction which use LSPR facilities to develop policies and procedures that in so far as possible protect the safety of children from sexual offenders, contacts with felons and otherwise ensure as safe an environment as possible for those participating in Association programs and events. To work towards achieving the development of the policies and procedures

described above, the Association agrees to do the following:

- A. Perform background checks on all Association volunteers and staff 18 years and older.
 1. Background checks shall be valid for 365 days from date of the background check.
 2. The volunteers and staff who volunteer or work for other Associations (YSA) that have written agreements with the Board or that volunteer or work for the Board will not be required to undergo more than one background check during the 365 days the background check is valid.
 3. Work with the Board and other Associations to provide information on who has completed background checks.
- B. Use the vendor selected by the Board to perform the background checks. Associations may use other vendors if the background checks meet or exceed the specifications listed in Section E and use the disqualifiers based on the offenses listed in Section F. A letter of confirmation from the association and outside vendor will be required that confirms their agreement to follow the required procedures.
- C. Provide a link on Association websites for online application for background checks.
- D. Pay the cost of the background check directly or require volunteers and staff to pay for the background checks.
- E. The background checks will include the following:
 1. National Criminal Data Base Search.
 2. 50 State Sex Offender Registry Search.
 3. Local Criminal Record, search county of current residence or longest and most current residency.
 4. Social Security Number verification.
 5. Address Trace.
- F. Volunteers and staff will be ineligible to volunteer or work for the Association if found guilty of the following crimes:
 - All sex offenses regardless of the amount of time since the offense.
 - All felony violence regardless of the amount of time since the offense.
 - All felony offenses other than sex or violence related within past 10 years
 - All misdemeanor violence offenses within the past 7 years including
 - Assault in 3rd degree, 1st and 2nd offenses
 - Assault in 3rd degree
 - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including:
 - Possession of up to 35 grams marijuana/synthetic cannabinoid
 - Unlawful use of drug paraphernalia
 - Possession of a imitation controlled substance
 - Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
 - Intentionally induce symptoms by use of solvents or posses solvents 1st offense
 - Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that volunteer including:
 - Unlawful transaction with child

- Endangering the welfare of a child, 2nd degree
 - Assist in child abduction or parental kidnapping
 - Obtain/transfer/use identification for purpose of providing false identification to persons under 21
 - Supplying liquor to a minor
 - Harassment by a person 21 years or older against a person 17 years or younger
- G. Distribute or provide access to the State of Vermont Agency of Human Services, Department for Children & Families program titled “STEP UP: Protect Children From Sexual Abuse” to parents and guardians of participants in Association programs and encourage participation in the training program. Refer to the program as “Required Parent/Guardian Training Material to Protect Children From Sexual Abuse”.
- H. The president of the Association will serve on the “Background Check Review Committee” with other Association presidents and a representative from the Board. The committee will serve as needed, resolve appeals from applicants and decide issues not covered under the procedures. The process for appeals is as follows:
1. Applicant receives written notice of disqualification
 2. Applicant has the option to submit a written appeal to the Association president within seven (7) days
 3. Association president requests additional information on the applicant’s record from the background check vendor and forwards the written appeal information to all committee members.
 4. All committee members will be required to review the appeal and vote on the appeal within seven (7) days of receipt of additional information from the background check vendor.
 5. Committee members vote will be a secret ballot and all members must be present to vote. A majority vote will determine acceptance or denial of the appeal.
 6. President of the Association of the appealing applicant will notify the applicant in writing of the committee decision.
 7. There will be no further appeal options.
21. The Board understands and appreciates the significant time commitment of the Association Board and volunteers, and how difficult it is to recruit and retain good coaches. However, the Board feels strongly that is in the best interest of the Association’s program and the youth it serves to attempt to provide the coaches of soccer teams participating in Association leagues with the basic skills necessary to coach soccer and work with children. In order to provide a basic understanding of coaching soccer and working with youth the Association shall provide a minimum training of two hours per year to all coaches and or managers.
- The Association shall provide a written description of the training that has been provided and a list of coaches and or managers that have met this condition.
 - Organizational meetings do not count as training for development of coaching skills and working with youth.
 - The training will be conducted by an Association approved trainer (high school, college or professional coaches are recommended for this activity).
 - Currently licensed or certified coaches are exempt from this training requirement.

- The Board will provide a site for training at no cost to the Association.

22. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, the Board requires the Association to distribute or provide access to the Centers for Disease Control and Prevention program titled “Heads Up” and to encourage participation in the training program available at the following link: <https://www.cdc.gov/headsup/index.html>. The Association shall also distribute or provide access to Boston University Research: CTE Center information on Chronic Traumatic Encephalopathy (CTE) titled “Frequently Asked Questions about CTE” available at the following link: <https://www.bu.edu/cte/about/frequently-asked-questions/>.

22,23. Participant surveys are an important method to measure the results of a program and the performance of the facilities. The Board, through coordination by Lee’s Summit Parks and Recreation Staff, will conduct one participant survey per year of Association activities at Board facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and Lee’s Summit Parks and Recreation Staff.

- The Association will provide to the Board e-mail and/or mailing addresses of all participants at the conclusion of the fall soccer league.
- Surveys will be paid for, prepared, mailed and results compiled by the Board and Lee’s Summit Parks and Recreation Staff.

23,24. The Association shall assume the responsibility of maintaining control of their own program and taking all necessary steps to prevent the violation of any City ordinance or any act or action that might be detrimental to the Board.

24,25. The Association shall provide insurance coverage for theft, loss, damage, etc. for Association property stored in or on Board property.

25,26. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board and the City of Lee’s Summit, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney’s fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the Association or its agents, employees, invitees, guests or users, of the Board’s playing fields and facilities from January 1, 201~~8~~⁷ to 20 December 31, 2017 as herein set forth and provide the Board a certificate of insurance indicating coverage naming the City of Lee’s Summit as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein.

26,27. The Association shall provide the Board, in advance of use of said parks, with a copy of the most recent financial statements (detailed balance sheet and income statement) and the most recent 990 filing.

- The Association is encouraged to establish written procedures for cash and inventory control which would include periodic internal audits of these procedures.
- The Association is also encouraged to have their financial affairs audited.

- The Board reserves the right, at Board expense and with a 30-day notice, to conduct an internal audit of the Association's financial records at any time.

~~27,28.~~ The Association shall permit an authorized representative of the Board, with a 30-day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.

~~28,29.~~ The Board hereby designates that Lee's Summit Parks and Recreation Staff shall receive and schedule requests for the LSPR practice field and game field space from others including all school requests.

~~29,30.~~ The Association shall pay for/provide for the preparation and lining of fields for the Association's and its users' games. Materials used to line fields must not be harmful to the turf or patrons.

~~30,31.~~ The Association shall pay and be liable for Association's and its users' usage of all utilities at Legacy Park.

~~31,32.~~ Association shall not place banners, signs or advertisement at Board facilities unless one of the following conditions are met.

1. Obtain a Legacy Banner permit for event banners from the Board
2. For Association sponsored banners the Association must meet requirements of the Legacy Banner Policy for Youth Sports Association Sponsored Banners. Policy below:

The intent of this policy is to allow Youth Sports Associations (YSA's) that have written agreements with Lee's Summit Parks and Recreation (LSPR) to display advertising banners at Legacy Park. The associations will be allowed to solicit sponsors for banners for the purpose of field viewing. This policy does not take the place of our existing Legacy Banner Permit (attached) for tournaments or other short term events.

YSA's may place banners at Legacy Park under the following conditions:

- Banners must be sponsored by the Association.
- Banner design and content must be approved by LSPR.
- LSPR will determine the number of banners that can be displayed.
- Banner size will be no larger than 4' x 8'
- Banner material must be approved by LSPR and will be 13 ounce reinforced vinyl with metal grommets.
- Banner installation guidelines if installed on chain link fence:
 1. Top of banner equidistance from top of fence
 2. Spaced evenly between fence posts
 3. Bottom of banners equidistance from bottom of fence.
- Banners may be placed on chain link fence locations or other locations approved by LSPR.
- Banner must allow wind to pass thru banner (slits or mesh material).
- Bottom of banner must be 8" off the ground and not extend over the chain link fence top rail.
- Banners may only be displayed during time period approved by LSPR.
- Banners for tobacco products or alcohol will not be approved.
- Banner images and messages must be in good taste and not offensive as determined by LSPR.
- Banner Fees:

\$2.00/ banner/day displayed or \$20.00/banner/ month or \$50.00/banner/year

3. The Association shall provide to the Board a written accounting of the monetary amounts paid for or the monetary value of such advertising.
4. In addition to the provisions set forth herein, the Board shall be entitled to deny any advertising if such advertising would cause the Board to be non-compliant with any Federal, State, or Local laws, rules or regulations.
5. The Association will provide the Board with a list of existing Association sponsors to be placed on a “no call” list to be shared with the Board’s sponsorship contractor. The existing sponsors to be included on the “no call” list shall meet the following criteria:
 - a. Is a current Association sponsor
 - b. Has provided a minimum of 2 years continual sponsorship to the Association including the current year
 - c. Has exceeded a minimum threshold of \$1,500 per year

Team and Association banners that do not include advertising beyond the name and/or logo of the team sponsors are excluded. Team banners include the name of the team and are displayed adjacent to the team bench for the duration of the game.

~~32,33.~~ The Association and others will be allowed to charge an admission fee or parking fee at the gate, parking area or as part of the team registration fee. The Association will pay the Board a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed.

- A sign showing the amount, explaining the purpose of the fee and the name of the organization collecting the fee is required to be posted at the collection site. The Lee’s Summit Parks and Recreation Staff will provide the sign.
- The Association can exempt one Association sponsored event from the parking fee per year.

~~33,34.~~ The Association shall operate concession sales with its own Association members or employees. If concession sales are to be provided by a contractor, the contract must be approved by the Board prior to the start of the season.

~~34,35.~~ The Association shall be allowed to provide concession sales for activities sponsored by others, or allow concession sales by others only by obtaining Board approval.

~~35,36.~~ The environmental impact of Association activities should be considered and addressed when possible. The Board encourages and will assist Association efforts to research and implement recycling activities.

~~36,37.~~ It is the responsibility of the Association to determine if field conditions are safe for its use and if weather conditions are safe for play by the Association or its users’.

~~37,38.~~ It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or fields at practice and game fields. The Association will be responsible to repair damage caused by such use. Lee’s Summit Parks and Recreation Staff will specify the types of repairs that need to be completed. If field damage becomes excessive or is not repaired to the Boards

satisfaction due to the Association's or its users' use during unfavorable field conditions the Board will take over this responsibility, at the expense of the Association.

~~38.~~39. The Association shall provide trash dumpsters and trash can liners at Legacy Park.

~~39.~~40. The Association shall pay for/provide for the mowing services at Legacy Park for Association ball fields and turf areas. Such mowing shall include:

- Category I mowing: All parking lot islands, one mower width next to parking lot and entrances, practice areas, areas adjacent to concession stands, and common areas shall be mowed and trimmed at least once every two weeks while growing and not allowed to exceed 6" in height. If height of vegetation exceeds 8" the Board will have the areas mowed and trimmed by a contractor and invoice the Association for cost incurred.
- Category II mowing: All athletic field surfaces, 10 feet outside the athletic field fences and warm up areas may vary in cutting height, but final height after mowing shall be between 2 1/2" and 3 1/2" and not allowed to exceed 6" in height. Fences adjacent to athletic fields shall be trimmed once every two weeks. If height of vegetation exceeds 8" the Board will have the areas mowed and trimmed and invoice the Association for cost incurred.
- Upon completion a mowed area should be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.
- All park structures, trees, poles signs, fences, traffic control boulders, and shrub beds are to be trimmed closely.
- All trash and litter should be removed from the entire area prior to any mowing of turf areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed.
- The Contractor shall accomplish all trimming around signs, posts, fences, rocks, buildings, and etc. every 2 weeks while actively growing and not exceed 6" in height. Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" the Board will have the areas trimmed by a contractor and invoice the Association for cost incurred.
- Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" the Board will have the areas trimmed by a contractor and invoice the association for cost incurred.
- The Association shall be responsible and liable for damage to Board property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to inflict damage to the bark of trees. The Board will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.

~~40.~~41. All equipment used by the Association to perform services shall be operated in a safe manner consistent with the manufactures' recommendations. The equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings and property inside the fence, a minimum of ten feet outside the fence and parking lot, parking lot islands and medians, and turf areas between the parking lot and restroom/concession building. Field areas will be maintained at 2.5"-3.5". All other areas will be maintained at 3"-4". No more than 1/3 of blade length will be removed per mowing. Attached map shows areas to be mowed. Mowing height and frequency will be monitored by the Board.

~~41.~~42. Basic seeding, fertilizing and pesticides will be provided by the Board, see the attached Annual Turf Maintenance Calendar. The Association will be responsible for material costs for increased levels of maintenance.

42.43. The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e. goals, nets, balls, field paint, etc.

43.44. The Association and the Board hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

44.45. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

45.46. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents or participants.

46.47. The Association shall not schedule or allow regular individual and/or team practice at Legacy Park soccer fields unless approved by Lee's Summit Parks and Recreation Staff.

47.48. The Association is hereby given use of the soccer venue practice area that includes eight (8) practice fields for the purpose of conducting soccer practices on a regularly scheduled basis. The Board, through the Lee's Summit Parks and Recreation Staff, reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified of each activity. Allow only association members use of the practice area.

~~In consideration of the use of said practice fields and the necessary surrounding areas, the Association agrees to do the following:~~

~~1. Pay the Board 30% of construction costs of the practice area. Construction costs for the practice fields are \$61,500. The association will pay the Board 30% of construction costs, a total of \$18,450. As of January 2018 these payments have been made in full, with minimum payments of \$4,392.00 per year. As of April 2016 a total of \$6,586 has been paid toward the balance leaving a remaining balance of \$11,864. Minimum payments to fulfill this obligation will be as follows:~~

<u>Year</u>	<u>Payment</u>
2017	\$3,080

~~1. Allow only association members use of the practice area.~~

48.49. The Association shall not maintain a fund balance in excess of 50% of annual operating expenses, as measured at the completion of its fiscal year. Any fund balance over 50% shall be deposited into a separate account and reserved for capital improvements to park facilities. Capital investments will be determined by mutual agreement between the board and the association.

49.50. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, an annual schedule of Association Board meetings. LSPR staff will provide a representative to attend public meetings on a regular basis. The liaison will serve as a resource to the Association.

~~50;~~51. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of Executive Board minutes for each meeting held during the term of this agreement.

~~51;~~52. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of the Association's organizational chart including names and position titles.

~~52;~~53. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a written list of Association Board members who are paid staff, represent an organization(s), a leasee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.

~~53;~~54. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Lee's Summit Parks and Recreation
Attn: Administrator
220 SE Green Street
Lee's Summit, MO 64063

Lee's Summit Soccer Association
705 B SE Melody Lane
PMB 303
Lee's Summit, MO 64063

~~54;~~55. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

~~55;~~56. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

~~56;~~57. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.

~~57;~~58. Nothing in this Agreement shall be construed to create an employment relationship between the Board, the City of Lee's Summit, and the members, employees or agents of the Association.

In consideration of said funds and services, the Board agrees to provide the following:

1. All maintenance of utilities.
2. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
 - a. Seed, sod, fertilizer and pest control
 - b. Irrigation
 - c. Aeration

3. Maintenance and repair of restroom/concession building and fixtures except those items owned by the Association.
4. Maintenance, repair and replacement of fencing, trees, shrubs, and walkways.
5. Winterize restroom/concession building and water fountains. Timing of these activities will be based on weather and temperature conditions and will be decided by the Board.
6. Park staff will perform any activity due to non-performance by the Association, and this will be charged at \$25.00 per hour to the Association.

Board Sponsored Tournaments

1. The Board will reimburse the Association for agreed upon costs the Association incurs due to Board sponsored tournaments at Legacy Park using areas that have been provided to the Association through this agreement. Costs include but are not limited to utilities, mowing, field set up, trash pick-up and restroom cleaning.

If the Association fails to perform any obligation imposed upon Association hereby, Board may terminate this agreement by delivering not less than ten (10) days written notice of termination to the Association.

This agreement shall be effective the 1st day of January, 201~~8~~⁷ and the first use of the playing fields in the parks herein identified shall be January 1, 201~~8~~⁷ and this agreement shall terminate on the ~~31st day of~~ day of 20 December, 2017.

IN WITNESS WHEREOF, the parties below have hereunto executed this agreement on the day and year written below.

Agreement acknowledged this _____ day of _____, 201~~8~~⁷.

Jeff Fielder, President
Lee's Summit Soccer Association

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

~~J. Thomas Lovell, Jr.~~ Joe Snook, CPRP, Administrator
Lee's Summit Parks and Recreation Department