



## **PARKS AND RECREATION BOARD YOUTH SPORTS ASSOCIATION COMMITTEE MEETING**

City of Lee's Summit, Missouri ♦ 220 SE Green Street ♦ Lee's Summit, Missouri

Via Videoconference

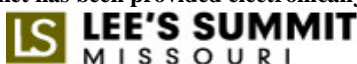
### **AGENDA**

Notice is hereby given that the Lee's Summit Parks and Recreation Board Youth Sports Association Committee will meet on Wednesday June 3, 2020 at 5:00pm via videoconference as provided by §610.015 of the Revised Statutes of the State of Missouri. Due to the ongoing COVID-19 pandemic the meeting will be held by videoconference. The public is invited to attend by viewing the meeting on the City website at [www.WatchLS.net](http://www.WatchLS.net), and various cable providers (Spectrum channel 2, Google TV channel 143, AT&T U-Verse channel 99 and Comcast channel 7) for those whose cable providers carry the City of Lee's Summit meetings.

Additionally, persons wishing to comment on any item of business on the agenda may do so in writing prior to 9:00am on Wednesday January 20, 2021, either by email to: [lspr@cityofls.net](mailto:lspr@cityofls.net), or by leaving a voicemail at 816-969-1512. Comments submitted by these methods will be presented at the Park Board meeting.

<b>DATE:</b>	January 20, 2021	<b>TIME:</b>	5:30pm	<b>PLACE:</b>	Via Videoconference
<b>AGENDA ITEMS</b>					
1. Review and Consideration of Lee's Summit Baseball Association and Lee's Summit Girls Softball Association 2021 Agreements					
<b>ADJOURNMENT</b>					

The Budget Committee packet has been provided electronically to all Committee members.



# MEMORANDUM



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**Date:** January 15, 2021

**To:** Joseph Snook, CPRP  
Administrator of Parks and Recreation

**From:** Brooke Chestnut, CPSI, MW5124 AU,  
Superintendent of Park Operations

**Re:** 2021 Lee's Summit Baseball Association and Lee's Summit Girls Softball  
Association Agreements

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Staff met with the Presidents of both the Lee's Summit Baseball Association and the Lee's Summit Girls Softball Association to discuss any anticipated changes to the agreement. Legal Counsel for LSPR has been consulted and deems the below changes acceptable. The changes are consistent within each agreement, however starting with item 47, the numbering differs between the two as Softball has an additional item, designating user dates for Miller J. Fields Park, this is not a change but a previously existing item. The changes discussed are outlined below and highlighted in yellow on each of the attached agreements.

- Change dates to reflect the corresponding dates in 2021.
- Update name of Park Board President
- **Item 10** – addition of the bullet “LSPR will provide the Association with at least 48 hours’ notice prior to the start of any such activities.” and “ The Association will send LSPR an invoice monthly for all expenses incurred relating to R-7 School District activities and LSPR agrees to pay said invoices within 30 days of receipt”
- **Item 14 3<sup>rd</sup> Bullet-** removal of phrase “paid or” and added, “received”
- **Item 14 4<sup>th</sup> Bullet-** Changed time frame from 2 days to 4
- **Item 23-** Added to final sentence “and/or injuries relating to items sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.”
- **Item 25-** removed phrase “arising out of” from first sentence for grammatical continuity, addition of sentence “However, this provision shall not apply to any such lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities that are related to items due solely to lack of adequate maintenance or repair of items maintained by LSPR, as specified in this Agreement.”
- **Item 31 3<sup>rd</sup> Bullet-** revised spelling error, LPSR to LSPR,
- **Item 31 13<sup>th</sup> Bullet-** addition of 13<sup>th</sup> bullet “LSBA (or LSGSA) will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section.”



- **Item 31 5a.** - Addition of phrase “or has been an Association sponsor within the last three (3) years.”
- **Item 31 5b-** “addition of phrase “during the previous three years” removal of the requirement that sponsorship be continual and include the current year.
- **Item 47 (LSBA)/ Item 48 (LSGSA)** - addition of “Participants and Board members” to last sentence.
- **Item 50 (LSBA)/ Item 51 (LSGSA)** - removal of phrase “Executive board” and specifies each “Board” meeting.
- **Item 54 D (LSBA)/ Item 55 D (LSGSA)** - addition of the following “ hitting tunnel netting (including netting on any protective equipment, including but not limited to L-screens, in the hitting tunnels),”

The changes outlined above have been found to be agreeable by involved parties. Based on this, Staff recommends the acceptance of the changes to the agreements as submitted and continuing the partnerships with the Lee’s Summit Baseball Association and the Lee’s Summit Girls Softball Association.

**Proposed Motion:** I move for the approval of the agreement for the Lee’s Summit Baseball Association and the Lee’s Summit Girls Softball Association as presented.



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YOUTH SPORTS ASSOCIATION AGREEMENT  
LEE'S SUMMIT BASEBALL ASSOCIATION

This Agreement (hereinafter "Agreement") is entered into by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit, Missouri Parks and Recreation Board (hereinafter referred to as "LSPR") and the Lee's Summit Baseball Association, a Missouri not for profit corporation (hereinafter referred to as "Association").

The Association, having been determined by LSPR 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 by LSPR to be the "Primary Provider" of recreational baseball in Lee's Summit. Further, as a Primary Provider, the Association is hereby given exclusive use of Legacy Park baseball game and practice fields and the baseball field at Summit Park (hereinafter referred collectively as "Practice Areas") from February 1, 2021 through December 31, 2021, 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, or as mutually agreed upon in writing by LSPR and Association after execution of this Agreement. LSPR reserves the right to schedule LSPR activities during the Term of this Agreement provided an officer of the Association is notified of each activity. Specific duties and responsibilities associated with this Agreement will be delegated by LSPR to appropriate staff for completion, including, but not limited to those items identified herein.

NOW, THEREFORE, in consideration of the use of said Practice Areas and the necessary surrounding areas, the parties agree as follows:

1. 501(c)(3) Status: The Association shall maintain its 501(c)(3) status, in good standing, 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. Association shall also ensure it remains in good compliance and good standing with the Missouri Secretary of State throughout the term of this Agreement.
2. Association shall assemble and provide LSPR 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 LSPR's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall control the behavior of participants and spectators during events and shall be responsible for enforcement of all LSPR's rules and regulations.
  - The Association will 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.
5. The Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless authorized by LSPR.
6. Association shall keep Practice Areas as well as surrounding 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.



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7. Association shall schedule activities of assigned areas. Activity schedules must be approved by the Lee's Summit Parks and Recreation Staff.
8. Association shall schedule practices, games and events in a manner to avoid exceeding the capacity of the parking lot, fields and restrooms.
9. As LSPR facilities reach capacity it will be the Association's responsibility to ensure those capacities are not exceeded.
  - It is the Park 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 LSPR game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with LSPR prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
10. LSPR may schedule venue specific activities of the R-7 School District and schools from other areas at Legacy Park or any other LSPR facilities.
  - LSPR will provide the Association with at least 48 hours' notice prior to the start of any such activities.
  - The Association will advise LSPR staff of field availability for activities.
  - The schools will be charged a fee for practices and games at Legacy Park.
  - The Association will send LSPR an invoice monthly for all expenses incurred relating to R-7 School District activities and LSPR agrees to pay said invoices within 30 days of receipt.
11. LSPR must approve all activities other than youth baseball and training opportunities associated with the program at the Practice Areas and surrounding areas.
12. 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, 2021.
13. The Association shall seek LSPR's approval for all tournaments to be held pursuant to this Agreement, and shall include the LSPR Staff in all discussions and agreements for tournaments sponsored by the Association, co-sponsored with outside groups or sponsored by outside groups.
14. 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 LSPR staff in advance and will require a Field Use Permit from LSPR.
  - No other group may be allowed to use any of the baseball fields in their place.
  - All such activity must be approved by LSPR 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



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or longer. Any fees due to LSPR must be paid by the Association to LSPR 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~~ by the Association.

- The Association will send an email notification to LSPR staff within 4 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. LSPR will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
15. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on LSPR property must be approved in advance by the Association and obtain a Vendors Permit from LSPR 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.
16. 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. In the event LSPR deems Association's performance under this section unacceptable, LSPR shall self-perform services as it deems proper and appropriate and will bill Association for costs associated with the services, including labor costs.
17. The Association shall not change or alter LSPR property in any way unless written consent has been granted by LSPR.
18. The Association shall pay the cost of replacement or repair of any LSPR 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 LSPR property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.
19. In an effort to increase the safety of those participating in the Association's programs, LSPR 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 Youth Sports 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.



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3. Work with LSPR and other associations to provide information on who has completed background checks.
- B. Use the vendor selected by LSPR 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 but not limited to assault.
  - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including but not limited to:
    - o Possession of up to 35 grams marijuana/synthetic cannabinoid
    - o Unlawful use of drug paraphernalia
    - o Possession of an imitation controlled substance
    - o Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
    - o Intentionally induce symptoms by use of solvents or possess 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 but not limited to:
    - o Unlawful transaction with child
    - o Endangering the welfare of a child, 2nd degree
    - o Assist in child abduction or parental kidnapping
    - o Obtain/transfer/use identification for purpose of providing false identification to persons under 21
    - o Supplying liquor to a minor
    - o Harassment by a person 21 years or older against a person 17 years or younger



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- 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 Youth Sports Association presidents and a representative from LSPR. 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.
20. LSPR 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, LSPR 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.
  - LSPR will provide a site for training at no cost to the Association.
21. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, LSPR 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)





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titled "Frequently Asked Questions about CTE" available at the following link:  
<https://www.bu.edu/cte/about/frequently-asked-questions/>

22. Participant surveys are an important method to measure the results of a program and the performance of the facilities. LSPR staff, will conduct one participant survey per year of Association activities at LSPR facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and LSPR staff.
  - The Association will provide to LSPR a data-base of 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 LSPR staff.
23. 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 LSPR. Association assumes responsibility for any incidents, injuries, events or other issues arising during use of LSPR facilities and in connection with programs sponsored by, held by, or authorized by Association, except to the extent caused by the negligence of LSPR and/or injuries sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.
24. The Association shall provide insurance coverage for theft, loss, damage, etc. to Association property stored in or on LSPR property.
25. The Association shall indemnify, release, defend, become responsible for and forever hold harmless LSPR and the City of Lee's Summit, their respective officers, agents, employees, elected and appointed 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 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 LSPR's Practice Areas, playing fields and surrounding areas and facilities as herein set forth during the Term of this Agreement. However, this provision shall not apply to any such lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities that are due solely to lack of adequate maintenance or repair of items maintained by LSPR, as specified in this Agreement. Association shall provide LSPR 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. The Association shall provide LSPR, in advance of use of Practice Areas, 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.



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- The Association is also encouraged to have their financial affairs audited.
  - LSPR reserves the right, at LSPR's expense, and with a 30 day notice, to conduct an internal audit of the Association's financial records.
27. The Association shall permit an authorized representative of LSPR, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.
28. LSPR staff shall receive and schedule requests for practice field and game field space from others, including all school district requests.
29. 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. Bases shall be removed during field grooming and replaced after completion.
30. Association shall pay and be liable for the Association's and its users' usage of all utilities at Legacy Park.
31. Association shall not place banners, signs or advertisement at LSPR facilities unless one of the following conditions are met.
1. Obtain a Legacy Banner permit for event banners from LSPR
  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.



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- 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. LSBA will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section.
  - LSBA will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section.
  - 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 or has been an Association sponsor within the last three (3) years
  - b. During the previous three years, has provided a minimum of 2 years sponsorship to the Association
  - 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. 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 LSPR must be paid by the Association to LSPR 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. LSPR staff will provide the sign.
  - The Association can exempt one Association event per year from the parking fee.
33. 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 LSPR prior to the start of the season.
34. The Association shall be allowed to provide concession sales for activities sponsored by others, or allow sales by others only by obtaining LSPR approval.
35. The environmental impact of Association activities should be considered and addressed when possible. LSPR encourages and will assist Association efforts to research and implement recycling activities.



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36. 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. Association shall ensure compliance with the LSPR and YSA Weather Guidelines, mutually adopted by the Youth Sports Associations of Lee's Summit, including Association, and LSPR, as may be modified from time to time by mutual agreement of all Youth Sports Associations and LSPR. A copy of the LSPR and YSA Weather Guidelines currently in effect is included in this Agreement as Attachment A.
37. 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. LSPR 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 LSPR will take over this responsibility, at the expenses of the Association.
38. The Association shall provide trash dumpsters and trash can liners at Legacy Park.
39. 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 a frequency which does not allow growth in excess of 6" in height. If height of vegetation exceeds 8" LSPR 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 at a frequency which does not allow growth in excess of 6". If height of vegetation exceeds 8" LSPR 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. at a frequency which does not allow growth to exceed 6" in height throughout the Term of this Agreement.
  - 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" LSPR will have the areas trimmed by a contractor and invoice the Association for cost incurred.
  - The Association shall be responsible for damage LSPR property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to



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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.

- 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.
40. Basic seeding, fertilizing and pesticides will be provided by LSPR, in accordance with the LSPR Annual Turf Maintenance Calendar, incorporated into this Agreement as Attachment B. The Association will be responsible for material costs for increased levels of maintenance.
  41. The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e., bases, balls, field chalk/paint, etc.
  42. The Association and LSPR hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.
  43. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
  44. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that LSPR 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.
  45. 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.
  46. Association shall be responsible for turning of field lights on/off for Association activities and other users.
  47. The Association is hereby given use of the baseball venue practice area that includes sixteen (16) infields, one (1) three acre outfield and sixteen (16) batting tunnels for the purpose of conducting various baseball activities on a regularly scheduled basis. LSPR reserves the right to schedule LSPR sponsored activities during the Term of this Agreement period so long as an officer of the Association is notified of each activity. Association agrees to allow only Association participants and Board members use of the practice area.



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48. 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 LSPR facilities. Capital investments will be determined by mutual agreement between the board and the association.
49. The Association shall provide to LSPR 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. The Association shall provide to LSPR a copy of minutes for each **Board meeting** held during the Term of this Agreement.
51. The Association shall provide to LSPR a copy of the Association's organizational chart including names and position titles.
52. The Association shall provide to LSPR a written list of Association Board members who are paid staff, represent an organization(s), a lessee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.
53. Lightning Detection System. The City of Lee's Summit, Missouri, has purchased a Lightning Detection System for the purpose of providing access to enhanced weather safety data to certain users, including Youth Sports Associations and LSPR. Notifications will be established in accordance with the guidelines established in the LSPR and YSA Weather Guidelines. Without limitation, Association hereby acknowledges that the indemnification provisions of this Agreement, in addition to applying generally to all aspects of the relationship between LSPR and Association, also specifically apply to the Associations' use or reliance upon the Lightning Detection System as a mechanism for determining safe play conditions. Ongoing, annual costs associated with the continued use of the lightening detection system shall be shared equally between each YSA and LSPR and will be billed annually.
54. LSPR Responsibilities. The following are responsibilities which LSPR has agreed to specifically undertake in connection with this Agreement:
  - A. Maintenance of all utilities.
  - B. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
    - i. Seed, sod, fertilizer, and pest control
    - ii. Irrigation
    - iii. Aeration
  - C. Maintenance and repair of the restroom/concession building and fixtures except for those items owned by the Association.
  - D. Maintenance, repair and replacement of fencing, **hitting tunnel netting (including netting on any protective equipment, including but not limited to L-screens, in the hitting tunnels)**, trees, shrubs, athletic field lighting and walkways.
  - E. 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.



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- F. 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.
  - G. Allow the Association the use of the 60' x 42' storage building at Legacy Park Maintenance Compound to store Association equipment and supplies.
  - H. 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.
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
56. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR 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. 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. 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.
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.
60. 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.
61. Term. This Agreement shall be effective the 1st day of January, 2021, and shall remain in effect through the 31<sup>st</sup> day of December, 2021.



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

ASSOCIATION

---

Jason Kueser, President  
Lee's Summit Baseball Association

LSPR

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Mindy Aulenbach, President  
Lee's Summit Parks and Recreation Board

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Joe Snook, CPRP, Administrator  
Lee's Summit Parks and Recreation

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Approved as to form  
Legal Services





LEE'S SUMMIT PARKS AND RECREATION  
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This Agreement (hereinafter "Agreement") is entered into by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit, Missouri Parks and Recreation Board (hereinafter referred to as "LSPR") and the Lee's Summit Girls Softball Association, a Missouri not for profit corporation (hereinafter referred to as "Association").

The Association, having been determined by LSPR 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 by LSPR to be the "Primary Provider" of recreational girls softball in Lee's Summit. Further, as a Primary Provider, the Association is hereby given exclusive use of Legacy Park softball game and practice fields and the practice fields at Pleasant Lea Park, Lower Banner Park, and Miller J. Fields Park (hereinafter referred collectively as "Practice Areas") from February 1, 2021 through December 31, 2021, 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, or as mutually agreed upon in writing by LSPR and Association after execution of this Agreement. LSPR reserves the right to schedule LSPR activities during the Term of this Agreement provided an officer of the Association is notified of each activity. Specific duties and responsibilities associated with this Agreement will be delegated by LSPR to appropriate staff for completion, including, but not limited to those items identified herein.

NOW, THEREFORE, in consideration of the use of said Practice Areas and the necessary surrounding areas, the parties agree as follows:

1. 501(c)(3) Status: The Association shall maintain its 501(c)(3) status, in good standing, 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. Association shall also ensure it remains in good compliance and good standing with the Missouri Secretary of State throughout the term of this Agreement.
2. Association shall assemble and provide LSPR 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 LSPR's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall control the behavior of participants and spectators during events and shall be responsible for enforcement of all LSPR's rules and regulations.
  - The Association will 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.
5. The Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless authorized by LSPR.
6. Association shall keep Practice Areas as well as surrounding 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.



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7. Association shall schedule activities of assigned areas. Activity schedules must be approved by the Lee's Summit Parks and Recreation Staff.
8. Association shall schedule practices, games and events in a manner to avoid exceeding the capacity of the parking lot, fields and restrooms.
9. As LSPR facilities reach capacity it will be the Association's responsibility to ensure those capacities are not exceeded.
  - It is the Park 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 LSPR game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with LSPR prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
10. LSPR may schedule venue specific activities of the R-7 School District and schools from other areas at Legacy Park or any other LSPR facilities.
  - LSPR will provide the Association with at least 48 hours' notice prior to the start of any such activities.
  - The Association will advise LSPR staff of field availability for activities.
  - The schools will be charged a fee for practices and games at Legacy Park.
  - The Association will send LSPR an invoice monthly for all expenses incurred relating to R-7 School District activities and LSPR agrees to pay said invoices within 30 days of receipt.
11. LSPR must approve all activities other than youth girls softball and training opportunities associated with the program at the Practice Areas and surrounding areas.
12. 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, 2021.
13. The Association shall seek LSPR's approval for all tournaments to be held pursuant to this Agreement, and shall include the LSPR Staff in all discussions and agreements for tournaments sponsored by the Association, co-sponsored with outside groups or sponsored by outside groups.
14. 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 LSPR staff in advance and will require a Field Use Permit from LSPR.
  - No other group may be allowed to use any of the softball fields in their place.
  - All such activity must be approved by LSPR 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



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members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to LSPR must be paid by the Association to LSPR 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 by the Association.

- The Association will send an email notification to LSPR staff within 4 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. LSPR will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
15. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on LSPR property must be approved in advance by the Association and obtain a Vendors Permit from LSPR 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.
16. 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. In the event LSPR deems Association's performance under this section unacceptable, LSPR shall self-perform services as it deems proper and appropriate and will bill Association for costs associated with the services, including labor costs.
17. The Association shall not change or alter LSPR property in any way unless written consent has been granted by LSPR.
18. The Association shall pay the cost of replacement or repair of any LSPR 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 LSPR property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.
19. In an effort to increase the safety of those participating in the Association's programs, LSPR 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 Youth Sports associations that have written agreements with the City or that volunteer or work



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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 LSPR and other associations to provide information on who has completed background checks.
- B. Use the vendor selected by LSPR 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 but not limited to assault.
  - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including but not limited to:
    - o Possession of up to 35 grams marijuana/synthetic cannabinoid
    - o Unlawful use of drug paraphernalia
    - o Possession of an imitation controlled substance
    - o Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
    - o Intentionally induce symptoms by use of solvents or possess 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 but not limited to:
    - o Unlawful transaction with child
    - o Endangering the welfare of a child, 2nd degree
    - o Assist in child abduction or parental kidnapping
  - o Obtain/transfer/use identification for purpose of providing false identification to persons under 21
  - o Supplying liquor to a minor



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- o 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 Youth Sports Association presidents and a representative from LSPR. 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.
- 20. LSPR 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, LSPR 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.
  - LSPR will provide a site for training at no cost to the Association.
- 21. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, LSPR 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



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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. Participant surveys are an important method to measure the results of a program and the performance of the facilities. LSPR staff, will conduct one participant survey per year of Association activities at LSPR facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and LSPR staff.
  - The Association will provide to LSPR a data-base of e-mail and/or mailing addresses of all participants
  - Surveys will be paid for, prepared, mailed and results compiled by LSPR staff.
23. 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 LSPR. Association assumes responsibility for any incidents, injuries, events or other issues arising during use of LSPR facilities and in connection with programs sponsored by, held by, or authorized by Association, except to the extent caused by the negligence of LSPR and/or injuries sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.
24. The Association shall provide insurance coverage for theft, loss, damage, etc. to Association property stored in or on LSPR property.
25. The Association shall indemnify, release, defend, become responsible for and forever hold harmless LSPR and the City of Lee's Summit, their respective officers, agents, employees, elected and appointed 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 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 LSPR's Practice Areas, playing fields and surrounding areas and facilities as herein set forth during the Term of this Agreement. However, this provision shall not apply to any such lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities that are due solely to lack of adequate maintenance or repair of items maintained by LSPR, as specified in this Agreement. Association shall provide LSPR 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. The Association shall provide LSPR, in advance of use of Practice Areas, with a copy of the most recent year-end financial statement (detailed balance sheet and income statement) and the most recent 990 filing.



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- 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.
  - LSPR reserves the right, at LSPR's expense, and with a 30 day notice, to conduct an internal audit of the Association's financial records.
27. The Association shall permit an authorized representative of LSPR, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.
28. LSPR staff shall receive and schedule requests for practice field and game field space from others, including all school district requests.
29. 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. Bases shall be removed during field grooming and replaced after completion.
30. Association shall pay and be liable for the Association's and its users' usage of all utilities at Legacy Park.
31. Association shall not place banners, signs or advertisement at LSPR facilities unless one of the following conditions are met.
1. Obtain a Legacy Banner permit for event banners from LSPR
  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).





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- 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.
  - LSGSA will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section.
  - 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 or has been an Association sponsor within the last three (3) years
  - b. During the previous three years, has provided a minimum of 2 years sponsorship to the Association.
  - 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. 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 LSPR must be paid by the Association to LSPR 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. LSPR staff will provide the sign.
  - The Association can exempt one Association event per year from the parking fee.
33. 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 LSPR prior to the start of the season.
34. The Association shall be allowed to provide concession sales for activities sponsored by others, or allow sales by others only by obtaining LSPR approval.





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35. The environmental impact of Association activities should be considered and addressed when possible. LSPR encourages and will assist Association efforts to research and implement recycling activities.
36. 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. Association shall ensure compliance with the LSPR and YSA Weather Guidelines, mutually adopted by the Youth Sports Associations of Lee's Summit, including Association, and LSPR, as may be modified from time to time by mutual agreement of all Youth Sports Associations and LSPR. A copy of the LSPR and YSA Weather Guidelines currently in effect is included in this Agreement as Attachment A.
37. 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. LSPR 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 LSPR will take over this responsibility, at the expenses of the Association.
38. The Association shall provide trash dumpsters and trash can liners at Legacy Park.
39. 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 a frequency which does not allow growth in excess of 6" in height. If height of vegetation exceeds 8" LSPR 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 at a frequency which does not allow growth in excess of 6". If height of vegetation exceeds 8" LSPR 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. at a frequency which does not allow growth to exceed 6" in height throughout the Term of this Agreement.
  - 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" LSPR will have the areas trimmed by a contractor and invoice the Association for cost incurred.



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- The Association shall be responsible for damage LSPR 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.
  - 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.
40. Basic seeding, fertilizing and pesticides will be provided by LSPR, in accordance with the LSPR Annual Turf Maintenance Calendar, incorporated into this Agreement as Attachment B. The Association will be responsible for material costs for increased levels of maintenance.
41. The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e., bases, balls, field chalk/paint, etc.
42. The Association and LSPR hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.
43. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
44. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that LSPR 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.
45. 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.
46. Association shall be responsible for turning of field lights on/off for Association activities and other users.
47. Association shall not schedule practices at Miller J. Fields Park on the following dates:  
April 3, 10, 17 and 24, 2021  
May 1, 2021  
June 5, 12, 19, and 26, 2021  
July 10, 2021  
September 11, 18, and 25, 2021  
October 2, 9, 2021



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48. The Association is hereby given use of the softball venue practice area that includes one (1) T-Ball field and two (4) batting tunnels for the purpose of conducting various softball activities on a regularly scheduled basis. LSPR reserves the right to schedule LSPR sponsored activities during the Term of this Agreement period so long as an officer of the Association is notified of each activity. Association agrees to allow only Association **participants and Board members** use of the practice area.
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 LSPR facilities. Capital investments will be determined by mutual agreement between the board and the association.
50. The Association shall provide to LSPR 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. The Association shall provide to LSPR a copy of minutes for each Board meeting held during the Term of this Agreement.
52. The Association shall provide to LSPR a copy of the Association's organizational chart including names and position titles.
53. The Association shall provide to LSPR a written list of Association Board members who are paid staff, represent an organization(s), a lessee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.
54. Lightning Detection System. The City of Lee's Summit, Missouri, has purchased a Lightning Detection System for the purpose of providing access to enhanced weather safety data to certain users, including Youth Sports Associations and LSPR. Notifications will be established in accordance with the guidelines established in the LSPR and YSA Weather Guidelines. Without limitation, Association hereby acknowledges that the indemnification provisions of this Agreement, in addition to applying generally to all aspects of the relationship between LSPR and Association, also specifically apply to the Associations' use or reliance upon the Lightning Detection System as a mechanism for determining safe play conditions. Ongoing, annual costs associated with the continued use of the lightening detection system shall be shared equally between each YSA and LSPR and will be billed annually.
55. LSPR Responsibilities. The following are responsibilities which LSPR has agreed to specifically undertake in connection with this Agreement:
  - A. Maintenance of all utilities.
  - B. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
    - i. Seed, sod, fertilizer, and pest control



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- ii. Irrigation
  - iii. Aeration
  - C. Maintenance and repair of the restroom/concession building and fixtures except for those items owned by the Association.
  - D. Maintenance, repair and replacement of fencing, hitting tunnel netting (including netting on any protective equipment, including but not limited to L-screens, in the hitting tunnels), trees, shrubs, athletic field lighting and walkways.
  - E. 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.
  - F. 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.
  - G. 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.
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
57. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR 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.
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.
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 effect.
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.



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61. 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.
62. Term. This Agreement shall be effective the 1st day of January, 2021, and shall remain in effect through the 31<sup>st</sup> day of December, 2021.

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

ASSOCIATION

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Bob Johnson, President  
Lee's Summit Girls Softball Association

LSPR

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Mindy Aulenbach, President  
Lee's Summit Parks and Recreation Board

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Joe Snook, CPRP, Administrator  
Lee's Summit Parks and Recreation

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Approved as to form  
Legal Services