

Section XI Appendix D-5 Existing Partnership Agreements

OPERATIONS & MANAGEMENT AGREEMENT YSI

This agreement is made this _ day of _____, by and between Youth Sports, Inc. (YSI), a Kansas not-for-profit corporation and the City of Lawrence Parks and Recreation Department (City). The intent of this agreement is to provide for the recreational programming and management, of approximately 55 acres of parkland commonly referred to as the YSI Complex.

This land is owned by the U.S. Army Corps of Engineers, and is leased to the City of Lawrence Parks & Recreation Department through December 31, 2021. Over the years YSI has developed the land into a youth sports complex consisting of fifteen soccer fields, four baseball diamonds and five football fields. The City has funded the development of two of the four baseball diamonds, installation of lights for all four baseball diamonds, the installation of lights on two soccer fields, water and sewers, the construction of a concession stand and improvements to the parking lot.

YSI represents four primary user groups; Kaw Valley Soccer Association (KVSA), Douglas County Amateur Baseball Association (DCABA), Lawrence Youth Football (LYF) and Lawrence Parks and Recreation Department (LPRD).

1. TERM

The term of this agreement shall be for three years.
July 1, 2005 - July 1, 2008.

Either party may terminate this agreement prior to its expiration by providing six months notice in writing to the other party.

In the event of termination or non-renewal of this agreement, YSI and /or its user groups have the right to reclaim or remove all non-permanent structures purchased by YSI. This will include items such as goal posts, soccer goals, scoreboards, signs, field equipment. All improvements funded by City funds will remain at the facility.

If in the future YSI is no longer a viable organization, the city will attempt to reach agreements with the individual user groups that currently operate at the YSI complex. These agreements would be similar in scope to this agreement and would allow each individual organization to continue to operate and program the facilities they operated under the YSI umbrella.

2. MANAGEMENT TEAM

A Management Team (MT) constituted under the terms of this agreement shall be responsible for management of the facility. The MT shall consist of eight members. Two members shall be designated by the YSI Board of Directors, two members shall be employees of City Parks and Recreation Department appointed by the City and four members shall be appointed by the primary user groups, one each by KVSA, DCABA, LYF and LPRD. The MT shall report to both the City and YSI. The MT shall have the following responsibilities:

- A. The establishment of written rules and regulations for use of the facility. The MT will also be responsible for amending the rules and regulations as they deem necessary during the term of this agreement.
- B. The establishment and maintenance of written guidelines for the scheduling of events. The primary user groups shall have priority for scheduling their events and facilities. DCABA and LPRD shall negotiate a shared use of the current baseball facility.
- C. Prepare and submit to the City an annual budget for the operation and maintenance of the athletic fields. This must be submitted to LPRD by April 15th of each year for the following years budget. (Example- 2006 budget needs to be submitted by April 15th of 2005). This will allow city staff to make necessary changes to the city budgets that may be affected by YSI changes.
- D. Determine fees for the use of the facility by both the primary user groups and other users based on the budget document. Budgeted user fees must equal or exceed budgeted expenses. Any surplus of actual user fees over actual expenses will be carried over to the next operating year or used for capital improvements.
- E. Approve the use of the facilities by outside groups. Primary users groups may not sign use agreements with other outside groups without MT approval.
- F. Make recommendations to LPRD on maintenance of the facility.
- G. Review and approve all requests for improvement to the facilities by user groups. Once approved by the MT, the City's Parks & Recreation Director (or his designee) must approve the request to assure compliance with City Codes and Corp of Engineers regulations.
- H. Review expenses reported by City and monitor compliance with the budget.

The MT shall appoint a chairman and secretary from their membership. The chairman will be responsible for preparing an agenda and chairing all meetings. The secretary will be responsible for taking notes and preparing minutes of each meeting. All decisions, recommendations and approvals require a majority vote of the members in attendance. At least five members of the MT are required to be present for any actions requiring a vote. The chairman of the MT will rule in the event of a tie.

3. FUNDING OF THE OPERATION AND MAINTENANCE OF THE ATHLETIC FIELDS

The City will be responsible for the actual maintenance of the facility.

The City shall be responsible for the scheduling of the use of the facility subject to the rules, regulations and guidelines established by the MT in paragraphs 2A and 2B.

The City will bill YSI monthly for maintenance and scheduling services performed.

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The level of service performed will be determined by MT and by the approved budget. Billing can not exceed the approved budget unless directed to do so by the MT.

YSI will collect fees from the user groups as determined by the MT.

YSI will make payment to the City for all billed expenses.

Payments will be made quarterly. All billed expenses for the calendar year must be paid by December 15th of each calendar year.

4. CONCESSIONS

The City shall be responsible for the operation of all concession and vending services at the facility. City approval is required before any products or merchandise can be offered for sale on the property. This will include items such as tournament concessions and merchandise such as shirts and hats.

5. OUTSTANDING DEBT

It is understood and agreed by all parties that the City will not be held responsible for any outstanding debt incurred by YSI.

6. INSURANCE

User groups shall provide insurance in minimum amounts of \$500,000 combined single limits for property damage and bodily injury and YSI and the City shall be named as additional insured. Satisfaction of appropriate claims against the City shall be met in a manner determined pursuant to City policy and legal requirements. The U.S. Army Corps of Engineers shall be held harmless of any claims pursuant to the terms of the lease agreement.

9. MISCELLANEOUS

This agreement shall constitute the entire agreement between YSI and City concerning the subjects hereof and it may only be altered or amended by a written agreement signed by both of the parties hereto. This contract, or any rights conferred hereunder, shall not be assigned by YSI without prior written approval of City. This Agreement shall be binding upon inure to the benefit of the parties hereto, their successors and assigns.

Approved by the Board of Directors of Youth Sports, Inc. on this _ day of _____.

Randy Renfro
President, Youth Sports, Inc.

Date

Approved by the governing body of the City of Lawrence on this _ day of _____
_____.

Mike Wildgen
City Manager

Date

Attest:

Frank Reeb
City Clerk

Date