

Section XI
Appendix D-6
Existing Partnership Agreements

2006 LABA AGREEMENT

This agreement executed this _____ day of _____, 2006, by and between the City of Lawrence, hereinafter referred to as the City and the Lawrence Kansas Amateur Baseball Association, a Kansas non-profit organization, hereinafter referred to as "LABA".

The term of this agreement shall be that the City will provide one (1) ball diamond, specifically Ice Field, at the Holcom Sports Complex and (1) field at Free State, specifically Varsity field, for priority use by LABA during the Spring/Summer regular season from May-early August 2007.

The City will provide and/or be responsible for the following at Holcom Complex

1. Concessions and restrooms for participants, spectators, coaches and officials.
2. Playing fields meeting generally agreed upon standards for safety and playability. Maintenance to include dragging and lining of fields each game day. Fields will be mowed, trimmed, re-seeded, fertilized and watered as determined by the City.
3. Maintenance of electrical system for lights and scoreboards.
4. Field equipment such as bases, pitching rubbers, etc.
5. Trash pick-up.
6. Storage area at Ice Diamond dugout.
7. Reasonable parking at lot north of the Holcom Sports Complex.
8. Determination on field conditions and playability.
9. Certain improvements to the playing area from time to time as may be mutually agreed upon between LABA and the City.
10. Ex-officio member to LABA Board.

The City will enter into a contract for the use of Free State Varsity field with USD 497

1. LABA will have first priority for the use of the field.
2. LABA will communicate all other arrangements with Free State representative for maintenance, scheduling, advertising (banners), supervision, concessions, restrooms, lights, etc.
3. **See attached agreement between City and USD 497.**

LABA will provide and/or be responsible to the following:

1. Administration as primary provider of a baseball program for Lawrence youth ages 15-18. **Communicate with LHABA in regards to evaluations of overlapping age groups from 15 - 18 years old. Understand that LHABA is the primary provider for the 13 - 17, year olds. Include LHABA in discussion of the availability of Ice field for 15-17 year old league before LABA makes schedule.**
2. Coordination of scheduling of tryouts, practices, games, and tournaments on the fields with Parks and Recreation/Free State designated staff. **Field(s) are property of the City/USD 497 and are not to be sub-leased to any organization. All [qualifying tournaments](#) are considered as regular season play, (example Zone, State etc.), but must be scheduled independently as a separate request.** Additional charges may be deemed necessary for City/USD 497 expenses of personnel, utilities, equipment, materials, etc. (example excessive wet field conditions). Before additional labor and materials are used representatives from City and/or USD 497 and LABA must agree on additional cost. Any outside or co-sponsor group for Regular season, League, Tournament, etc. will need to be reviewed by the City and/or USD 497 to determine charges based on co-sponsor affiliation as For profit or Non-profit organization. It is important that the fields be used by Lawrence, Douglas County residents. A minimum of one (1) team participating on the field for regular season play should be from Lawrence, Douglas County.
3. Solicit all participants, hold tryouts, and place all participants onto teams involving all interested persons regardless of race, religion, sex, national origin, sexual orientation, ancestry, physical abilities or skill levels.
4. Administrative personnel including qualified coaches, officials, and scorekeepers.
5. Compliance with City/USD 497 rules and regulations. **Communicate to coaches, players and fans to discourage parking in the South lot by Holcom Recreation Center and in No Parking Areas at Free State .**
6. Compliance with City/USD 497 final decision on playability of the fields.
7. Assistance in the cleaning of the grounds and dugout areas
8. Annual reporting of current by-laws, scheduled Board meetings, operations, budgets and all expenditures to the City.
9. The City encourages LABA to have insurance in the minimum amount of \$500,000 combined single limits for property damage and bodily injury. City to be names as additionally insured. **Copy of insurance required to the City before the start of the season.** If LABA does not carry insurance, LABA, its successors and assigns shall at all times save and hold harmless the City of Lawrence, Kansas, from all liability, costs, damages, and expenses of any kind for the payment of which said City may become liable to any person, firm, or corporation by reason of any claim or damages arising from the failure of LABA, its employees,

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agents or servants to exercise due care and diligence in the administration and operation of the baseball program.

10. This agreement is non-transferable and may be terminated by either party with three (3) months' written notice.

Future financial arrangements and commitments will be agreed to annually. LABA may collect user fees as approved by the City and/or USD 497. An evaluation of LABA needs and field availability by the City will be reviewed annually to anticipate the next season's program. All outstanding payments will need to be taken care of before new contract can be honored.

President, Lawrence Kansas Amateur Baseball Assn.

Facility Operations Supervisor, City of Lawrence