

Section XI Appendix D-8 Existing Partnership Agreements

2007 LGFPA Agreement

This agreement executed this _____ day of _____, 2007, by and between the City of Lawrence, hereinafter referred to as the City and the Lawrence Girls Fast Pitch Association, a Kansas non-profit organization, hereinafter referred to "LGFPA".

The term of this agreement shall be that the City shall provide a minimum of one city softball diamond for game use by LGFPA during Spring/Summer league play from May - mid July 2007. A representative of the LGFPA will communicate and work with the Youth Sports Supervisor in scheduling available playing facilities operated and maintained by the Lawrence Parks and Recreation Department.

The City will provide and/or be responsible for the following:

1. Playing field(s) 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.
2. Maintenance of the electrical system for lights.
3. Field equipment such as bases, pitching rubbers, etc.
4. Trash pick-up.
5. Determination of field conditions and playability.
6. Certain improvements to the playing area from time to time as may be mutually agreed upon between LGFPA and the City.
7. Ex-officio member to the LGFPA Board.

LGFPA will provide and/or be responsible for the following:

Administration as primary provider of a Fast Pitch softball program for Lawrence girls 8 & under, 10 & under and 12 & under and 16 & under.

1. Coordination of scheduling of tryouts and games on the fields with Parks and Recreation designated staff in order to make efficiency of fields, maintenance, staffing and concessions operations the most cost effective for both organizations. Fields are not to be sub-leased to outside organizations. All pre-season, post season, an in-season Tournaments are considered as league play, provided the same teams that are in the league, are the only teams participating in the tournaments. Any games other than regular league schedule will need to be scheduled independently as a separate contract through Facilities and Maintenance Division office. Additional charges may be deemed necessary for City expenses of personnel, utilities, equipment, materials, etc. that are over and beyond normal playing conditions (example: wet field conditions or having maintenance staff come back to do late weekend maintenance because of scheduling conflicts). Any outside or co-sponsor group for League, Tournament, etc. will need to be reviewed by the City to determine charges based on co-sponsored affiliation as For Profit or Non-profit

organization. It is important that the fields be used by Lawrence, Douglas County residents.

2. Solicit all participants, hold an evaluation clinic, and draft all participants who sign up prior to the deadline or maximum number indicated for each league. Interested persons regardless of race, religion, sex, national origin, ancestry, physical abilities or skill levels.
3. Administrative personnel including qualified coaches, officials and scorekeepers
4. Compliance with City final decision on playability of the fields and dangerous weather conditions.
5. Assistance in the cleaning of the grounds and dugout areas.
6. Annual reporting of current by-laws, scheduled Board meetings, operations, budgets and all expenditures to the city.
7. The City encourages **LGFPFA** to have insurance in a minimum amount of \$500,000 combined single limits for property damage and bodily injury. City to be named as additionally insured. Copy of insurance required to the City before the start of the season. If **LGFPFA** does not carry insurance, **LGFPFA**, its successors and assigns shall at all 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 **LGFPFA** its employees, agents or servants to exercise due care and diligence in the administration and operation of the fast pitch program.
8. This agreement is non-transferable and may be terminated by either party with thirty (30) day written notice.
9. The **LGFPFA (developmental league)** agrees to make payment to the Lawrence Parks and Recreation Youth Sports in the amount of 20% of the gross revenue generated from participation fees. Payment shall be made before June 1st, 2007.

Future financial arrangements and commitments will be received and agreed to annually. **LGFPFA** may collect user fees as approved by the City. An evaluation of **LGFPFA** 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 Girls Fast Pitch Association

Youth Sports Supervisor, City of Lawrence