

AGENDA ITEM

August 1, 2017

Subject: Twin Lakes Football Facility Use Agreement with Nevada Little League Football

Department: Parks and Recreation

The Park Board recently received a written request from Nevada Little League Football to use the Twin Lakes Football Facility (attached). The Park Board members reviewed the request at their July 26, 2017 meeting, and recommend approval of the request for use.

The attached Facility Use Agreement outlines the duration of use, dates and estimated hours, as well as the stipulations of use. A copy of the COI is also attached.

BILL NO. 2017-038

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEVADA LITTLE LEAGUE FOOTBALL FOR USE OF THE TWIN LAKES FOOTBALL FACILITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

Section 1. The Facility Use agreement between the City of Nevada, Missouri, and Nevada Little League Football, attached hereto and incorporated herein by reference is hereby approved.

Section 2. The City Manager is authorized and directed to execute the same on behalf of the City of Nevada, Missouri, and is authorized to take all reasonable steps necessary to comply with the terms of the agreement.

Section 3. This ordinance shall be in full force and effect from and after its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this _____ day of _____, 2017.

(seal)
ATTEST:

Brian L. Leonard, Mayor

Johnna Williams, Deputy City Clerk

**Nevada Parks and Recreation Department
And
Nevada Little League Football**

Facility Use Agreement

Twin Lakes Sports Complex – Football Field
17320 E Quail Road
Nevada, MO 64772

This agreement is made and entered into this _____ day of _____, 2017, by and between the City of Nevada Parks and Recreation Department, hereinafter called “City”, and Nevada Little League Football, hereinafter called “NLLF”, and outlines the use of Twin Lakes Little League Football Field.

WITNESSETH:

THAT WHEREAS, THE City owns certain facilities described in this Agreement which, from time to time, are available for rent; and

WHEREAS, Nevada Little League Football desires to rent those premises for purposes herein contained;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and NLLF agree as follows:

1.0 GRANT:

NLLF will be granted the use of the Little League Football Field at the Twin Lakes Sports Complex, 17320 E Quail Road, for the 2017 season.

2.0 TERMS:

2.1 The term of this Agreement will be for the calendar year 2017.

2.2 NLLB will provide a usage calendar to City for the entire season prior to the first field use, practice or game.

2.3 NLLF will provide City with a copy of each key and/or combination of each lock used to secure any building at the site. Said keys will be

kept in the possession of the Parks and Recreation Director, and only utilized in emergency situations.

- 2.4 City will issue one (1) set of keys to the field lights and golf course entry gate. NLLF will safeguard City keys at all times, and return them to City upon request.
- 2.5 NLLF will have sole responsibility in assuring that all trash is picked up following each practice and/or game use. Trash is to be left in the trash receptacles provided by the City each evening. The City will empty the trash receptacles the following morning. NLLF trash detail includes: field, bleachers, playground, parking area, and restrooms. Trash bags will be provided by the City and left in the storage area.
- 2.6 City will maintain the restrooms, and ensure they are unlocked and cleaned on Monday of each week during the 2017 season.
- 2.7 NLLF will determine the field conditions for playability, and notify in a timely manner, the Community Center and media outlets if the playing surface is not playable for the evening.
- 2.8 City will mow and maintain the playing surface.
- 2.9 NLLF will NOT perform any field work (other than general maintenance, upkeep and lining) at the facility without consulting the City first, and receiving written permission.
- 2.10 NLLF will report any safety matter that needs attention to the City immediately.
- 2.11 NLLF will check the safety of the field prior to each practice and/or game. If safety issues are discovered, they must be corrected prior to use. If uncorrectable, field use is prohibited until repairs are made.
- 2.12 NLLF will secure all buildings, field gates and entry gates at the conclusion of each use.
- 2.13 NLLF will notify the golf course attendant of the estimated time frame for each evenings practice and/or game. In the event NLLF use goes beyond golf course hours, NLLF will be responsible for locking the padlock on the golf course entry gates.
- 2.14 NLLF is not allowed to sublease any part of the facility for use by other individuals, groups or organizations.
- 2.15 City will coordinate with NLLF before allowing another usage agreement to be signed during the terms of this agreement. This

coordination is to allow NLLF to verify that the usage does not conflict with the NLLF schedule.

- 2.16 No alcoholic beverages are allowed in any area of the park, per city ordinance.
- 2.17 The NLLF will notify the City of any discipline problem, whether it be a player, spectator, coach, etc. immediately. Any reports will be promptly submitted to the City, using the forms provided by the City.
- 2.18 NLLF will provide City with names and phone numbers of three (3) NLLF contacts.

3.0 INSURANCE

NLLF agree to provide a certificate of insurance naming the city as an additional insured **prior to activity taking place at the facility**. The general liability policy will have a minimum of \$1,000,000 per occurrence with a \$2,000,000 aggregate. It is highly recommended that NLLF have an accident policy on participants.

4.0 FEE:

- 4.1 NLLF will be allowed the use of the Little League Football Field at the Twin Lakes Sports Complex on Monday through Thursday evenings for practices, and the occasional Wednesday "B" squad games, for the 2017 season.
- 4.2 NLLF is responsible for a fee of \$15 per hour for field light usage. It is agreed that NLLF may turn on and off field lights for use during practices and/or games. It is further agreed the lights will be turned on no earlier than 1 hour prior to sunset, or as needed to ensure the safety of all players, and all lights will be turned off following the exit of patrons following the end of the last practice and/or game.

5.0 PAYMENT:

NLLF shall pay for the services furnished by City in accordance with this Agreement within thirty (30) days of the date of the City's invoice.

6.0 INDEMNIFICATION:

NLLF will indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the NLLF, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

7.0 NON-DISCRIMINATION

The City does not discriminate on the basis of disability in the admission or access to, or treatment, or employment in its programs or activities.

8.0 RENEWAL:

Consideration shall be given regarding renewal of this Agreement at a regularly scheduled Council meeting. Recommendation will be made to the City Council regarding renewal.

9.0 ENTIRE AGREEMENT:

This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____ 2017.

CITY OF NEVADA

NEVADA LITTLE LEAGUE FOOTBALL

By: _____

JD Kehrman
City Manager

By: _____

Chris Dryer
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Nevada
100 N. Ash St.
Nevada, MO 64772

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.