

## Bryant Parks and Recreation Department 2017 Program and Use Agreement

THIS AGREEMENT made and entered into on \_\_\_\_\_, 2016 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at **6401 Boone Road**, Bryant, Arkansas (hereinafter called “**THE CITY AND/OR THE DEPARTMENT**”), and Bryant Softball Association at 1110 Shobe Road, Bryant, Arkansas (hereinafter called “**BSA**”).

### WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park and Alcoa 40 in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Girls Softball Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant; and

WHEREAS, BSA provides program administration and operations of the Youth Softball Program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Alcoa 40 Park FIELDS #1, 2, 3 and Bishop Park D Complex as outlined here to BSA for the operation of Youth Softball beginning on January 1, 2017 and ending on **October 31, 2017 Monday - Sunday. Scheduled events, practices, and games will be provided by the BSA to THE DEPARTMENT no later than March 31<sup>st</sup> for Spring Season and September 1<sup>st</sup> for Fall Season.**

Named property will be used by BSA for events, practices, and games on the dates and times listed on the schedules provided to THE DEPARTMENT. All base distances must be included on schedule.

The general conditions of this program agreement will be:

1. BSA will operate programs in accordance to with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in.
3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facility. BSA shall indemnify and hold the City of Bryant, its departments, and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BSA, its agents, employees, or program participants.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by BSA.
7. BSA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BSA. A long period of time is considered three business days following the damage, unless otherwise agreed to by BSA and the Parks Director.
8. BSA must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BSA must immediately notify the City's Parks Department via the Parks Request webpage. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BSA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. A new inning/period may not begin after 10:30 pm. BSA agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday – Friday, unless other arrangements have been made with THE DEPARTMENT.
10. BSA agrees to provide an **audited** financial statement of the program(s) that this program agreement is written for, in the first quarter of the following year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year. BSA's fiscal year is January 1<sup>st</sup> – December 31<sup>st</sup>.
11. BSA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BSA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BSA.
12. Additional conditions to be agreed upon not previously listed:
  - A. **BSA will pay THE DEPARTMENT \$250 per BSA team along with a list of BSA member teams.**
  - B. BSA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement by March 1, 2017. BSA understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.
  - C. **BSA is responsible for paying to THE DEPARTMENT the facility rental rates for tournament hosting. The BSA agrees to help recruit tournaments and adjust schedule around tournaments.**
  - D. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.

- E. **BSA will submit a member of PRAC who will serve as contact person(s) for after business hours' emergencies.**
  - F. At the request of THE DEPARTMENT, and with at least 120 days' notice, BSA will remove all their equipment at the completion of this agreement period.
  - G. BSA will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City. Equipment includes tractors, mowers, and vehicles.
13. THE DEPARTMENT agrees to the following specific conditions and assurances:
- A. The park area will be maintained by the Parks Department on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).
  - B. THE DEPARTMENT will be responsible Monday - Sunday for their field preparation (including dragging and chalking), cleaning the restrooms, and maintaining other park areas.
  - C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
  - D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
  - E. **THE DEPARTMENT will be responsible for utilities and the expendable materials (including chalk, paint, field dry, bases, pitcher mounds, and etc.) necessary for the BSA programming.**
  - F. THE DEPARTMENT at the written request of the BSA will provide a liaison to the BSA monthly meetings to assure the maintenance program is satisfactory. The liaison will contact the president of the BSA if they are unable to attend.
  - G. **THE DEPARTMENT will make concessions available at events listed on the Schedule provided on or before March 31, 2017 (including labor, material and supplies and cleaning of restrooms).**
  - H. **THE DEPARTMENT will waive room rental fee for meeting rooms with 10-day notice. For request made within 10 days of rental date, regular fees apply.**
14. BSA and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BSA as part of their program, will give BSA first access to use of the facilities. However, if BSA team practice, game, or event is cancelled or otherwise does not occur, BSA will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BSA is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BSA recognizes that the facilities are tax payer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BSA's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities.

THE DEPARTMENT or BSA may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all parties stated and attached to this original agreement.

**THE DEPARTMENT may terminate this agreement with 90 days' notice upon a finding, by a 2/3rds vote by City Council, that the consideration provided by BSA in regards to provision of youth services is not being adequately fulfilled, adequately met, or otherwise adequately accomplishing the goals of this user agreement. To effectuate this paragraph's provision, the City Council shall during a regular or special meeting adopt a Resolution of Intent to terminate this program agreement by a 2/3rds vote of the Council. The City agrees that any such vote must occur before the 90-day written notice can be submitted. The City agrees that for the City Council to take such an action, all notice provisions under Arkansas Law for regular or special meetings must be complied with prior to any such meeting calling for such Resolution to exercise this paragraph's provision. Further, the City shall notify, via the notification provisions within this agreement, the President of the BSA of the Resolution of Intent to terminate this program agreement at least 48 hours before any Council Meeting to vote on such Resolution of Intent to terminate.**

**IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BSA; and supersede any and/or all previous agreements, contracts, or leases.**

City of Bryant,  
A municipal Corporation,

\_\_\_\_\_, Mayor, Jill Dabbs

User Organization,

\_\_\_\_\_, 2016 President

Reviewed by Bryant Parks and Recreation Committee

\_\_\_\_\_, Committee Chairman