



## **Organized Sports Agreement - Update**

Policy Number: Organized Sports Agreement Page: Addendum A

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Authorized by:

  
Board Chair

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References: Policies CAPRA 1.4.1

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### **Organized Sports Agreement**

This agreement is made and entered into between the Georgetown-Scott County Parks and Recreation (“GCS Parks and Recreation”) and all organized sports programs that use park facilities and fall under GCS Parks and Recreation jurisdiction (“the League”) for the express purpose of providing the League with athletic facilities where they may host an organized sports program for the benefit of our community.

#### **I. DUTIES OF THE LEAGUE—GENERAL**

- a. The League shall not turn away or exclude any minor or adult, whichever is appropriate, who wishes to participate in its organized sports program, except where such minor falls outside the age limitations or residential boundaries applicable to the League’s organized sports program, or where such individual repeatedly and persistently violates the League’s rules of conduct in such a manner as to interfere with the ability of other program participants to enjoy the benefits of the program. If the League believes that a situation warrants exception to this rule, it may submit a brief, written statement explaining its position to GCS Parks and Recreation, which shall then issue a written decision as to whether an exception will be permitted.
- b. The League shall not discriminate, in any of its programs or activities, against any current or prospective participants, volunteers, employees, or agents based on financial ability to pay, race, color, national origin, age, sex, religion, or disability.
- c. The League shall operate separately under its own constitution or set of by-laws and an Executive Board of Directors. The general administration shall be vested in the Executive Board.
- d. An annual meeting shall be held following the season. The election of officers to the Executive Board is held at this meeting. You must be a Scott County resident to be elected to the board. A resident is defined as anyone living, working, or owning property in Scott County. Rule changes to the existing constitution for the following season will also be voted on at this meeting. All Scott County residents (18 years or older) in attendance will have a right to vote.
- e. The League shall be responsible for inspecting the field before each game and shall assume sole liability and responsibility for repairing any unsafe conditions it may discover, or that it might have discovered by reasonable diligence.

- f. The League shall not charge spectators an admission fee to attend games without prior, written approval from GCS Parks and Recreation. Should the League wish to charge an admission fee, it may submit a written request describing the amount to be charged and the method of collecting payment to GCS Parks and Recreation at least fifteen (15) days before the game/tournament at which the fee is to be charged.
- g. The League shall include the GCS Parks and Recreation Logo in all of its advertising and marketing materials. A digital copy of the Logo shall be sent electronically to the League President.
- h. The League shall abide by all local, state, and federal laws and regulations.
- i. If the League wishes to install and maintain security cameras on the premises, it may submit to GCS Parks and Recreation a written request for permission to do so, to be accompanied by an accurate and precise depiction of the proposed location for each camera to be installed and the results of a recent criminal background check for any and all persons who would have access to footage recorded by the cameras. GCS Parks and Recreation may grant or deny, or conditionally grant or deny, the request in its sole discretion, with or without reason. Should GCS Parks and Recreation grant the League permission to install security cameras on the premises, the League shall be solely responsible for all expenses arising out of or in connection with the purchase, installation, and maintenance of the security cameras.
- j. GCS Parks and Recreation must be granted access to security cameras if requested.
- k. The League shall comply with all applicable health codes in the operation of its concession stand(s) and submit to random inspection by the local health department. It will be the responsibility of the League to make all adjustments necessary to comply with applicable health codes, other than those that would require structural changes to the facility. Should the League at any time believe that structural changes are necessary, it may submit a written request for such to GCS Parks and Recreation. Failure to comply with Health Department personnel or codes may result in the termination of the League's right to operate concession stands under this Agreement.
- l. The League shall service, repair, maintain, and replace, as needed and in a timely manner, all appliances that may be used or required while operating concession stands.

## **II. DUTIES OF THE LEAGUE—VOLUNTEERS, EMPLOYEES, AND OFFICIALS**

- a. All head coaches and assistant coaches must have a current Kentucky background check on-file with GCS Parks and Recreation. A new background check must be done each year. A person shall be disqualified and prohibited from serving as a volunteer or board member with a Parks and Recreation Department youth sport if the person:
  - i. fails to consent to a personal criminal background search; or
  - ii. has been convicted of a felony crime within the last ten years.
  - iii. any felony conviction at any time that is defined as a sexual offense, child abuse, sexual assault, child neglect, murder, voluntary manslaughter, felony assault, arson, robbery, burglary, indecent exposure, public lewdness, any offense against a minor, and kidnapping, (including crimes whereby a plea of "No Contest" was entered); or
  - iv. has been twice convicted, in any combination within the past 2 years of the following offenses: misdemeanor assault, misdemeanor theft; or
  - v. has been convicted three times, in any combination during the past 5 years, of the following offenses: driving while intoxicated (DWI) or driving under the

- influence (DUI), or any violation of the Controlled Substance Act; or
- vi. has been subject to any court order involving any sexual abuse or physical abuse of a minor, including but not limited to domestic order for protection; or
  - vii. for reasons deemed necessary by the League's board. If this provision is used in disqualifying someone from volunteering a written reason must be submitted to GSC Parks and Recreation before the disqualification and must be revisited each year the person wishes to volunteer again
- b. The League shall keep a current and accurate record containing the names, home addresses, and telephone numbers of all volunteers and/or paid staff.
  - c. The League shall be responsible for securing all umpires and scorekeepers necessary to officiate its games. The League shall provide a written statement to GCS Parks and Recreation containing the mailing address, primary telephone number, and primary email address, where applicable, of the organization providing the League with umpires. The League shall also provide GCS Parks and Recreation with a copy of the organization's certificate of liability insurance.
  - d. Members serving on each Leagues' board must be a resident of Scott County.
  - e. All head coaches and assistant coaches must have AED Certification and provide copies of Certification to GSC Parks two (2) Weeks prior to first practice.
    - i. Provide Monthly inspection of the AED to GSC Parks by the 15<sup>th</sup> of each month.
    - ii. League will notify GSC Parks if AED is used in an emergency immediately.
    - iii. League will turn in AED to GSC Parks one (1) week after last game.

### **III. DUTIES OF THE LEAGUE—REPORTING & COMPLIANCE**

- a. The League shall complete and return the provided Division and Gender Report and League Financial Report, attached hereto as Appendices A and B, respectively. The Division and Gender Report shall be completed and returned no later than two (2) weeks after the League's first game of the season. The League Financial Report shall be completed and returned no later than one (1) month after the end of each season.
- b. The League shall submit a copy of its completed IRS Form 990 to GCS Parks and Recreation within one (1) week of filing the form with the IRS, but no later than April 15 of the tax year covering the season.
- c. The League shall submit to GCS Parks and Recreation a roster identifying the gender, race, age, and address of all League participants no later than two (2) weeks after the League's first game of the season. Participants' names are not required.
- d. The League shall fully comply with the GSC Parks Behavior Management Policy (POL.A.07.08), and shall distribute copies of such to all League participants and volunteers. In the event the League encounters unsportsmanlike conduct from players, fans, spectators, coaches, etc., the League shall report the incident on the next business day to GCS Parks and Recreation so that GCS Parks and Recreation can determine if further action needs to be taken. The League shall fully cooperate in the GCS Parks and Recreation if an investigation is necessary by providing written statements from all individuals involved in the incident and from spectators who witnessed the incident(s). During the investigation, the individual(s) accused will be suspended from all sporting activities and/or sports-related events that are sponsored by GCS Parks and Recreation or take place on property owned or managed by GCS Parks and Recreation.

- e. Head coaches must complete a certified program sanctioned by the authority under which the sport is chartered and agreed upon by the Leagues Executive Board. It is also recommended that any/all assistant coaches receive the same training.
- f. The League shall fully comply with GCS Parks Participant Protection Policy (POL.S.01.11) and shall distribute copies of such to all League participants and volunteers.
- g. All leagues will follow the American Red Cross and National Lightning Safety Institute guidelines for weather issues: There will be a 30-minute delay from the last sight of lightning or the last sound of thunder. In addition, all leagues will follow the KHSAA Procedure for Avoiding Heat Injury/Illness and the KHSAA Heat Index Chart.
- h. No employee or volunteer may be paid monies defined as a bonus
- i. The League shall provide a written refund policy with registration information.
- j. Each League shall provide a season-ending report to the Parks and Recreation Board after the season(s) is completed. These reports will take place as follows; Softball and Baseball in January, Soccer and Football in February, Archery and Volleyball in March, Stingrays in September, and Tennis in October. These reports shall include a complete financial report of the past season, a participant report, any/all proposed changes for the next year, and any/all maintenance requests.
- k. As part of the Parks and Recreation Department's annual audit, each youth sports group will be audited at least once every four years as seen on the table below. All monies must be accounted for and the following information must be submitted to the Parks and Recreation office within two weeks of request: 1) All bank statements for the budget year, 2) all receipts for purchases, and 3) time sheets for officials 4) General ledgers and trial balances in excel or a QuickBooks backup 5) Copies of the board minutes for the Organizations to be audited 6) Copies of the employee, volunteer manuals, bylaws, and policies and procedures for the Organizations to be audited 7) Copies of the bank statements and reconciliations at 6/30/2\* and the previous year on 6/30/2\* for the OSOs. In addition, the treasurer and/or president of each league must attend a training session with the Parks and Recreation Department's auditors. This meeting will be arranged by the Parks and Recreation Department.

<b>Youth Sports Organization Audits</b>		
Scott County Youth Baseball	4 Years	Audit 2023-2024
Georgetown Football Club	4 Years	Audit 2023-2024
Scott County Softball Club	4 Years	Audit 2024-2025
Scott County Youth Football	4 Years	Audit 2024-2025
Alpha Volleyball	4 Years	Audit 2025-2026
Archery	4 Years	Audit 2025-2026
Stingrays	4 Years	Audit 2022-2023
Georgetown Tennis Association	4 Years	Audit 2022-2023

- 1. If a GSC Parks Organized Sport Organization chooses to incorporate select/competitive program under its umbrella, funds must be kept in two separate bank accounts from the recreational league's finances. The OSO must establish a threshold for transfers from the recreational league accounts to the select account for

shared operational expenses only. This can either be a set dollar amount or a percentage annually. All transfers between said accounts must be reported to the GSC Parks Board.

#### **IV. FACILITIES**

- a. The League shall submit a schedule of its regular season games (to include make up days for rain outs, etc.) to GCS Parks and Recreation no later than two (2) weeks before the first game. Should the League change its schedule for any reason, it shall provide GCS Parks and Recreation with notice of the change as soon as possible.
- b. The League shall submit a schedule of its regular team practice times and field locations to GCS Parks and Recreation no later than two (2) weeks before the first practice.
- c. The League shall not take any action that would prevent or interfere with the ability of the public to access the Facilities, unless authorized to do so in writing by GCS Parks and Recreation.
- d. GCS Parks and Recreation retains the right to schedule other events, including events hosted by or involving other Organized Sports Programs, and/or rentals, at the Facilities when the Facilities are not being used by the League.
- e. The League shall not permit its participants, employees, agents, or volunteers to drive or park on the grass or sidewalks at or surrounding the facilities. The League shall not permit its participants, employees, agents, or volunteers to hit or throw balls against fences or other permanent structures at the Facilities.
- f. Any Organized Sport Organization sponsoring or co-sponsoring a tournament must notify Georgetown-Scott County Parks and Recreation at least two weeks prior to the tournament. In addition, the league will be responsible for trash pick-up and removal as well as general clean up for the areas used. Failure to comply may result in a charge of \$200 per field used being charged to the league.

#### **V. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES**

- a. GCS Parks and Recreation and/or the property owning body shall retain ownership of any and all improvements made to the Facilities.
- b. All Leagues must provide GSC Parks and Recreation Maintenance keys to all facilities. If locks are changed by leagues at any time, GSC Parks and Recreation must be given the new keys. GSC Parks and Recreation needs access to all facilities in order to do repairs, winterize, etc.
- c. Should the League wish to make any improvement, modification, or alteration to the Facilities, it must first present its proposed improvement, modification, or alteration to GCS Parks and Recreation, and must receive from GCS Parks and Recreation written permission to proceed with the proposed improvement, modification, or alteration. Should GCS Parks and Recreation choose to place any conditions upon its grant of permission, the League shall only be permitted to proceed with its improvement, modification, or alteration upon agreement to those conditions.
- d. GCS Parks and Recreation reserves the right to make improvements, modifications, alterations, and repairs to the Facilities as it deems necessary, but shall have no duty to make such improvements, modifications, alterations, or repairs. Should GCS Parks and Recreation decide, in its sole discretion, to undertake such improvements, modifications, alterations, or repairs, it shall have no duty to provide the League with advance notice of or to seek the League's consent to such. Provided, however, that GCS Parks and Recreation shall make reasonable efforts to make improvements,

modifications, alterations, and repairs at such times and in such manner as to minimize disruption of the League's activities at the Facilities.

- e. The League may submit requests for pre-season repairs in writing to GCS Parks and Recreation prior to October 1<sup>st</sup>.
- f. Use of fields/courts by an Organized Sport Organization is a cooperative relationship. All sport's fields and courts are defined as a Service Level #2. Responsibilities are as follows:
  - i. Turf Care: Grass height is maintained according to species and variety of grass. Mowing is expected every 10 to 14 working days. Aerate turf at least once during the growing season, April through October. Reseeding or sodding as needed as resources are available. Weed control practice is that no more than 15% of the surface has weeds present. Mechanical and chemical methods will be used for the site edging of trees, curbs, sidewalks, light poles, electrical boxes, and buildings.
    1. Brooking Park: OSO is responsible for turf care inside the fence of each field they are utilizing/scheduling June 15<sup>th</sup> to September 10<sup>th</sup> of each year. GSC Parks is responsible for turf care around the perimeter of all fields and park space.
    2. Great Crossing Park: This park is maintained by Scott County Fiscal Court.
    3. Lisle Road Soccer Complex: OSO is responsible for turf care inside the perimeter of all fields from the 2<sup>nd</sup> week of March through the 1<sup>st</sup> week in June, and the 2<sup>nd</sup> week of August through the end of October each year. GSC Parks is responsible for turf care around the perimeter of all sports fields.
    4. Marshall Park: OSO is responsible for turf care inside the perimeter of all fields from the 2<sup>nd</sup> week of March through the 3<sup>rd</sup> week in June, and the 2<sup>nd</sup> week of August through the end of October each year for softball fields. Football fields, OSO is responsible for turf care inside the perimeter of all fields from 2<sup>nd</sup> week of March through the 3<sup>rd</sup> week of June, and the 2<sup>nd</sup> week of August through the end of October. Parks is responsible for turf care around the perimeter of all sports fields.
    5. Robert Lonnie Suffoletta Park: OSO is responsible for turf care inside the perimeter of all fields from the 2<sup>nd</sup> week of March through the 3<sup>rd</sup> week in June, and the 2<sup>nd</sup> week of August through the end of October each year.
    6. Scott County Community Park: OSO is responsible for turf care inside the perimeter of all fields from the 2<sup>nd</sup> week of March through the 3<sup>rd</sup> week in June, and the 2<sup>nd</sup> week of August through the end of October each year for baseball/softball practice fields if organization is scheduling activity.
  - ii. Fertilizer: Applied only when plant vigor seems to be low. Low-level application done once per year. Fertilize turf as needed during the growing season: April through October, over seeded facilities when resources are available. Fertilizer can be applied by either the OSO or GSC Parks

- determined by the availability of resources. OSO will not apply fertilizer without approval from the GSC Parks Maintenance Manager.
- iii. Irrigation: Some manual systems are present. Irrigation system components are inspected monthly (<https://public.powerdms.com/GSCPRD/documents/2847745/Irrigation-System-Checklist>) on turf areas and other plant material to identify signs of stress or weakness. Total system preventative maintenance checks are completed monthly using irrigation [Inspection/Repair Checklist](#) to ensure that the system components are operating properly. Identified problems are corrected or repaired immediately.
  - iv. Litter Control: Parks and facilities are patrolled by GSC Parks Maintenance Staff a minimum of 4 times a week (Monday – Saturday). Staff will check all trash receptacles 4 times a week. Staff will pull trashcan liners if they are over half full and install new liners. OSO's are responsible for pulling trashcan liners in the evenings and weekends when they are utilizing the park space for their programs when the liners are over half full and install new liners.\
  - v. Disease and Pest Management: Done only to address epidemics or serious complaints. Using an integrated pest control management program, it is anticipated that pest problems will either be prevented or observed at a very early stage and corrected within 2 weeks. Weed control will be accomplished by chemical or mechanical methods on a weekly or as needed basis. Depending on weed species and variety, appropriate herbicides will be applied when the weed first becomes visible and has enough leaf surface to accept the herbicide. All areas will be inspected for as needed for insect and rodent infestations on a weekly basis. OSO's should report any field which is desired for disease and pest management. Parks Maintenance Manager will determine treatment based on resources.
  - vi. Restrooms and Pavilions: Staff will clean, sanitize, and stock all restrooms which are for public use not associated with a specific OSO at a minimum of four times a week. This includes floors, walls, ceilings, toilets, and urinals. Staff Will inspect all plumbing fixtures, lighting, and hand dryers at a minimum of four times a week. Staff will clean and inspect pavilions weekly. Staff will clean barbeque grills weekly. Empty trashcans, sweep the area, and clean tables a minimum of four times a week. Restrooms and pavilions in the vicinity of OSO's field/court use space are the responsibility of the OSO for cleaning, sanitizing, and stocking all restrooms. If plumbing and/or electrical issues occur, please contact the Parks Maintenance Manager.
  - vii. Reinvestment into the facilities: GSC Parks has limited resources and welcomes reinvestment into the facilities by the OSOs which utilize the park space. The GSC Parks Board reserves the right to approve or deny any improvements to the park.

## VI. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.

- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.
- d. The League shall not sublet, assign, or otherwise transfer any interests or rights acquired under this contract without prior, written approval from GCS Parks and Recreation.
- e. Time is of the essence in this agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday, or legal holiday shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday.
- f. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- g. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
- h. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

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Organized Sport Organization

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President's Signature

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Date