

Stricken language to be deleted from and underlined language to be added to the ordinance.

RESOLUTION NO. RS-2016-36

A RESOLUTION AUTHORIZING A MULTI-YEAR PROGRAM AND USE AGREEMENT BETWEEN THE CITY OF MONTICELLO AND THE MIRACLE LEAGUE OF SOUTHEAST ARKANSAS.

WHEREAS, the Miracle League of Southeast Arkansas, Inc. is a non-profit corporation that proposes to construct facilities for an operate a sports league for citizens with disabilities of Monticello and Southeast Arkansas, as part of the Miracle League National Association, Inc.; and

WHEREAS, the Miracle League of Southeast Arkansas, Inc. has requested of the City of Monticello a multi-year program and use agreement for the use the handicap accessible facilities currently being constructed at the Monticello Sports Complex for league play; and

WHEREAS, the Miracle League of Southeast Arkansas, Inc. has committed to donate \$150,000.00 to the City for the construction of a specialized handicap accessible playing field at the Monticello Sports Complex; and

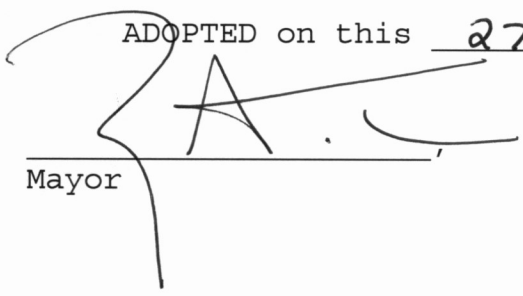
WHEREAS, the operation of a Miracle League for the citizens of Monticello is in the best interest of the City of Monticello and a multi-year program and use agreement is reasonably necessary for such a specialized league to become operational and to ensure utilization of such a specialized baseball field.

Stricken language to be deleted from and underlined language to be added to the ordinance.

NOW THEREFORE BE IT RESOLVED, by the City Council of Monticello, Arkansas, that the mayor, as a signatory agent of the City of Monticello, Arkansas, is hereby authorized to execute an twenty (20) year program and use agreement with the Miracle League of Southeast Arkansas, Inc., on behalf the City of Monticello, Arkansas, with the same terms and conditions provided to all other youth sports leagues for the use of the Miracle League Field, Miracle League Playground and related handicap accessible facilities at the Monticello Sports Complex.

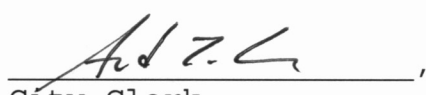
(End of Ordinance)

ADOPTED on this 27 day of September, 2016.



Mayor

ATTEST:



City Clerk

**CITY OF MONTICELLO, ARKANSAS
PARKS AND RECREATION
MIRACLE LEAGUE BASEBALL
PROGRAM AND USE AGREEMENT**

THIS AGREEMENT made and entered into on 9/27/16 by and between the CITY OF MONTICELLO PARKS AND RECREATION, doing business at 203 W. Gaines, Monticello, Arkansas (hereinafter called "THE CITY"), and **MIRACLE LEAGUE OF SOUTHEAST ARKANSAS** (hereinafter called "THE LEAGUE"). WITNESSETH, WHEREAS, THE CITY maintains property at Monticello, Arkansas; and WHEREAS, the use of said property for the purpose of the **MIRACLE LEAGUE HANDICAP ACCESSIBLE BASEBALL PROGRAM** (hereinafter called "MIRACLE LEAGUE PROGRAM") has been considered the best use of this property for recreational purpose and to better service the citizens of Monticello, Arkansas. WHEREAS, THE CITY provides and maintains certain recreational programs and parks in Monticello, and WHEREAS, THE LEAGUE provides program administration and operations of the **MIRACLE LEAGUE PROGRAM** in Monticello, NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of **MIRACLE LEAGUE FIELD, MIRACLE LEAGUE PLAYGROUND, AND OTHER HANDICAP ACCESSIBLE FACILITIES AT THE MONTICELLO SPORTS COMPLEX** as outlined here to **THE LEAGUE** for the operation of **MIRACLE LEAGUE PROGRAM** beginning on **JANUARY 1, 2017** and ending on **DECEMBER 31, 2037**. Named properties will be used by **THE LEAGUE** for events, practices, and games on the dates and times listed on the schedules provided to **THE CITY**. All base distances must be included on schedule. **Once schedules have been submitted, all revisions to practice and/or game schedules must be submitted to Parks & Recreation to avoid scheduling conflicts with other groups or organizations who may rent the fields.**

The general conditions of this program agreement will be:

1. **THE LEAGUE** will operate programs in accordance 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 rules and regulations now or hereinafter in existence 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. **THE**

LEAGUE shall indemnify and hold, the City of Monticello, 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 **THE LEAGUE**, its agents, employees, or program participants.

6. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by **THE LEAGUE** without prior approval by **THE CITY**.

7. No alterations, changes, or modifications to change the intended use may be made to facilities by **THE LEAGUE**, without first receiving written approval from **THE CITY**. **THE LEAGUE** must submit a detailed request in writing to the City's Park Department.

8. **THE LEAGUE** assumes full responsibility and liability for damage caused by participants family members, guests or spectators of their programs during the period of use by **THE LEAGUE**. Any damage caused will be fixed by **THE LEAGUE**. If the repair is neglected for a long period of time **THE CITY** will make the necessary repairs and bill **THE LEAGUE**.

9. **THE LEAGUE** must inspect facilities prior to each use. If damage is discovered to equipment or facilities that poses an immediate hazard or danger **THE LEAGUE** must immediately notify the City's Park Department. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with **THE CITY**. **THE LEAGUE** must report any vandalism or theft to **THE CITY** within 24 (twenty-four) hours or next business day.

10. **THE LEAGUE** agrees to provide **THE CITY** 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 Recreation and Parks work schedule. Normal operation hours for **THE CITY** are: 8:30 AM – 4:30 PM Monday - Friday.

11. **THE LEAGUE** agrees to provide a current list of board members and a copy of its constitution and bylaws of the program(s) that this program agreement is written for.

12. **THE LEAGUE** agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by **THE LEAGUE**.

13. Should **THE LEAGUE** request any direct or indirect financial assistance from **THE CITY** (whether in the form of cash advances, equipment purchases, etc) the parties understand that (a) **THE CITY** is under no obligation to grant such request and (b) **THE CITY** reserves the right to request detailed financial information should it agree to consider such a request.

14. Additional conditions to be agreed upon not previously listed:

A. **THE LEAGUE** will have the option to open restrooms during their events. **THE LEAGUE** agrees to lock restrooms at the completion of last event each day.

THE CITY will maintain restrooms per 15.D below. **THE LEAGUE** will be responsible for the cleaning of the restrooms during the time of use by **THE LEAGUE**.

B. **THE LEAGUE** will help control litter by picking up all trash, litter, and etc. their program creates after each time the fields are used. The litter must be placed in the proper receptacles by **THE LEAGUE**, and will then be removed on a regular basis by **THE CITY**. All trash generated inside the concession stand will be put in a receptacle by The League.

C. **THE LEAGUE** will provide proper insurance for the programs they will be operating on city property. Proof of insurance, Accident Policy and a General Liability policy with coverage limits of at least \$1,000,000, must be attached to this program agreement before regular season play. **THE LEAGUE** understands that their program participants are in no way covered by insurance by the City of Monticello and/or the Parks and Recreation.

D. **THE LEAGUE** will submit contact person(s) for after hour's emergencies. List responsibility of person submitted.

E. **THE LEAGUE** will insure that their Board members or participants do not attempt to operate equipment belonging to **THE CITY**. Equipment includes tractors, mowers, and vehicles.

F. **THE LEAGUE** has permission to open and maintain the concession stand during all events that occur at **MIRACLE LEAGUE FIELD, MIRACLE LEAGUE PLAYGROUND, AND OTHER HANDICAP ACCESSIBLE FACILITIES AT THE MONTICELLO SPORTS COMPLEX** during the league's season of play. Proceeds from the concession stand will remain with The League.

15. **THE CITY** agrees to the following specific conditions and assurances:

A. The park area will be maintained by **THE CITY** on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).

B. **THE CITY** will be responsible Monday - Friday for litter control, field preparation, including dragging and chalking.

C. **THE CITY** will replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.

D. **THE CITY** will repair damage to facilities in a timely manner, according to repairs needed.

E. **THE CITY** will provide all toilet paper, paper towels and soap for the restrooms at **MIRACLE LEAGUE FIELD, MIRACLE LEAGUE**

**PLAYGROUND, AND OTHER HANDICAP ACCESSIBLE FACILITIES
AT THE MONTICELLO SPORTS COMPLEX.**


Other specific agreements or assurance:

Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, dugouts, utility lines, and transformers. Non-permanent improvements will be retained by THE LEAGUE and include: items purchased by THE LEAGUE such as appliances, field marking equipment, concession equipment, and scoreboards purchased by THE LEAGUE.

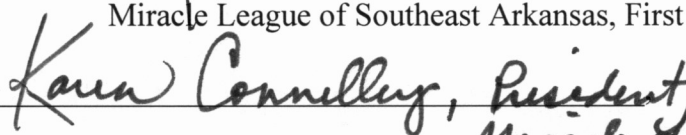
For Annual Programs - A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds the Parks and Recreation Department or **THE CITY** to notify **THE LEAGUE** of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use City-owned facilities and/or properties.

THE CITY reserves the right to alter, amend or change this agreement or any term thereof as a unilateral act in the sole and unfettered discretion of **THE CITY**. If such change is unacceptable to **THE LEAGUE**, **THE LEAGUE** may cancel this agreement and promptly abandon the premises. Any such cancellation by **THE LEAGUE** will not relieve or abrogate any then existing debt or liability of **THE LEAGUE** to **THE CITY**.

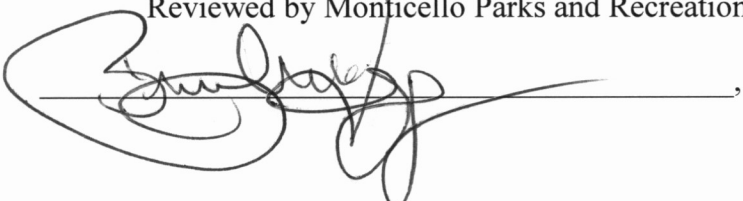
City of Monticello, Arkansas, a municipal Corporation, First Party,


_____, Mayor

Miracle League of Southeast Arkansas, First Party


_____, President
Miracle League SEARK

Reviewed by Monticello Parks and Recreation Committee


_____, Committee Chairman