

COOPERATIVE AGREEMENT

This agreement is entered into this 1 day of April, 2014 by and between the City of Union, MO (hereinafter City) and Union Babe Ruth League (hereafter UBRL) and in exchange for the mutual promises and covenants herein contained agree as follows:

I. RECITALS

- a. City is a duly organized political subdivision existing under and by virtue of the Constitution and Statutes of the State of Missouri.
- b. UBRL is a duly organized Association with authority to enter into written agreements pertaining to those items for which it is was organized.
- c. Section 70.210 RSMo et-seq. authorizes political subdivisions such as City to enter into cooperative agreements with entities such as UBRL for the purpose of providing common services so long such services are within the authority to perform.
- d. Missouri law specifically allows and authorizes entities such as City to own and operate parks and related facilities as well as to operate recreational programs.

II. PURPOSE

The purpose of this Agreement is to establish the duties and obligation of City and UBRL with regard to maintaining and using the athletic fields as reflected on Attachment "A", attached hereto and referenced herein, in support of the youth athletic and recreational programs.

III. DUTIES OF CITY

City shall have the following duties and obligations with regard to the aforesaid facilities and programs:

- a. City shall provide the athletic and recreational fields as reflected on Attachment "A" for such periods of time as the parties shall agree.

An annual calendar of usage shall be developed and shall be made an attachment to this Agreement.

- b. City shall be responsible for all grass planting, cutting, fertilizing and other required routine care and maintenance of grass services on the subject athletic fields.
- c. City shall provide concession stands and restroom facilities at the subject fields and shall be responsible for an in-kind match of labor to cash of all minor repairs expenditures to concession stands or other structures. For the purposes of this Agreement "minor repairs" shall mean any repair which costs less than \$1000. City shall provide field lighting as required and shall assume the cost thereof.
- d. City shall grade and "drag" the dirt areas, if any of the subject fields on an "as needed" basis but no less frequently than twice weekly during the active season of the particular sport or activity.
- e. City shall maintain casualty insurance on the facilities in such amounts as City may from time to time deem appropriate at its sole cost and expense.
- f. City shall perform regular and routine inspections of the subject fields and facilities, through its Park Department, and shall report to the President any findings which require maintenance and/or repairs which are the responsibility of UBRL.
- g. City shall use its normal and regular employees to perform its duties hereunder and shall under no circumstances provide any employees or be responsible for any person involved in coaching, managing, or officiating any game or activity conducted upon the fields and/or facilities reflected on Attachment "A".

IV. DUTIES OF UBRL

UBRL shall have the following duties and obligations with regard to the aforesaid facilities and programs:

- a. UBRL shall be solely responsible for scheduling games and practices and other use of the facilities in accordance with the annual usage calendar referred to above.
- b. UBRL shall be solely responsible for signing up children to participate in the subject programs and for assigning such children to specific teams. As part of the signing up process, UBRL shall insure that the parents or legal guardian of each child executes an appropriate release liability with respect to UBRL and City.
- c. UBRL shall have the sole responsibility for recruiting, training and assigning managers and coaches.
- d. UBRL shall have sole responsibility for providing officials (referees, umpires, etc.) whether by soliciting for volunteers or by hiring suitable persons to fill such positions. With respect to any person who is hired as an official, UBRL shall be solely responsible for training, payment for services, workers compensation insurance, if required, equipment and scheduling.
- e. UBRL shall be solely responsible for the operation of concession stands to include but not necessarily limited to ordering products, soliciting volunteer workers, accounting for receipts derived from the sale of products, scheduling workers and other activities related to the operation of concession stands. UBRL shall be entitled to all proceeds derived from the operation of concession stands.
- f. UBRL shall pay to City user fees on an annual basis as reflected on Attachment "B", attached hereto and incorporated by reference herein.
- g. UBRL shall be solely responsible for preparation of the facilities and field for game usage to include but not necessarily limited to chalking, striping and placing of bases.
- h. UBRL shall be responsible for an in-kind match of cash to labor of all minor repairs expenditures to concession stands or other structures. For the purposes of this Agreement "minor repairs"

shall mean any repair which costs less than \$1000. Provided further, however, UBRL shall be solely responsible for any damage incurred by any facility which is the result of misuse by UBRL, its servants, agents, employees or invitees.

V. TERM

UBRL shall be responsible for maintaining general liability insurance on each field or facility covering all players, participants, guests and invitees in an amount of not less than \$1 million person and ~~\$8~~² million per occurrence naming the City as an additional insured therein.

The agreement shall be for a one year term commencing on the 1 day of April, 2014 and ending on the 1 day of April, 2015. Provided further, however, that unless terminated as hereinafter set forth, this Agreement shall automatically renew for additional periods of one year each on the anniversary hereof.

VI. TERMINATION

Either party shall have the right to terminate this Agreement at the end of the then existing term by providing written notice of such desire to terminate to the non-terminating party six months in advance of the end of the then existing term.

VII. ANNUAL USER FEES

The parties hereto agree to meet on an annual basis to establish "user fees". Such meeting will be at such time as the parties can agree with the understanding that the parties will endeavor to meet to establish "user fees" at least thirty days prior to the commencement of the season or seasons for the activities which are subject of this Agreement. In the event more than one activity is covered by this Agreement, the parties can either meet to establish "user fees" and this Agreement is not terminated, and then in such event the "user fees" last agreed upon shall remain in effect.

VIII. ASSIGNMENT

Neither party hereto shall have the right to assign its duties or obligations hereunder unless they obtain the express written consent of the non-assigning party prior to any such assignment.

IX. ENTIRE AGREEMENT

This writing constitutes the entire understanding and agreement of the parties and it shall not be modified or amended without the express written agreement of the parties hereto.

Union Babe Ruth League

City of Union

 5/8/2014

President

Date

Mayor

Date

Attachment A: Fields to be used by Union Babe Ruth League