



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2022, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

CARTERSVILLE LITTLE LEAGUE hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **YOUTH BASEBALL LEAGUES (AGES 7-14)** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. **PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.**

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1.4 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.5 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.6 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.7 ***The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.8 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business except as approved by the CITY. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**) unless approved by the CITY. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.9 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the CITY OF CARTERSVILLE BOARD OF EDUCATION as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.10 All employees, assistants, volunteers, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.11 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.12 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.13 Although the CITY shall not control the PROVIDER'S techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY'S and DEPARTMENT'S policies, rules, regulations and procedures, as well as those of the CITY OF CARTERSVILLE BOARD OF EDUCATION, and shall not interfere with their operation, nor harm or damage the equipment or facilities

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afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.14 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.15 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and CITY OF CARTERSVILLE BOARD OF EDUCATION harmless.

1.16 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.17 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.18 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled

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and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0

Compensation and Method of Payment

4.1 It is the responsibility of the PROVIDER to pay all applicable local, state and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

4.2 See Exhibit A form for further information on PROVIDER and responsibilities.

ARTICLE 5.0

Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

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6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VP" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum (see **Exhibit A Program Enrollment**), the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be re-evaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2023**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY. **The CITY is NOT liable for any fees paid to PROVIDER.**

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0
Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY and the CITY OF CARTERSVILLE BOARD OF EDUCATION, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, the CITY OF CARTERSVILLE BOARD OF EDUCATION, or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0
Americans with Disabilities Act

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9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (“ADA”), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - Contractor shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Contractor shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

10.10 Exhibits A, B, and C shall be made a part of this agreement:

Exhibit "A" – Cartersville Parks and Recreation and Cartersville Little League Program History and Responsibilities

Exhibit "B" – Terms to Amend Agreement

Exhibit "C" – Cartersville Little League Boundary Map

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IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.


CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: 
NAME: Ty Mitcham
TITLE: President
COMPANY: Cartersville Little League

[AFFIX CORPORATE SEAL]

NOTARY:

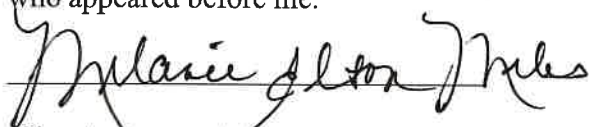
Who is

personally known

or

____ proved to me based on satisfactory evidence to be the person

who appeared before me.


(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: 1-9-2023



EXHIBIT A

Cartersville Parks and Recreation & Cartersville Little League Program History & Responsibilities

Cartersville Parks and Recreation and Cartersville Little League has had a partnership as early as the 1960's. Cartersville Little League used existing Atco field (Rudy York) for their Junior League program through the 1981 season and used the America Legion field for the 8 – 12 age group. In the fall of 1981, the Rudy York field was changed to its current dimensions and Jr. and Sr. League baseball was moved to Dellinger Park. In 1984, the Joe Frank Harris Field was constructed and in 1986-87 the concession/restroom building was constructed. In 1993, the construction of the Cartersville Baseball Complex began with the Richard Bell Field and the other 4-fields followed in 1994-95. In 1999-2000, Bill Bruce and George Johnson field was constructed.

From that point, all Cartersville baseball was played at the Cartersville Baseball Complex (now Cartersville Sports Complex) and Clearwater St. Park (now Hicks Park). Parks and Recreation would use fields 1 & 2 for our T-Ball program for ages 5-8. Little League used Hicks Park and fields 3 & 4 at Sports Complex and CHS uses Richard Bell field, F#3 & F#4 for 9th grade teams, Jr. varsity and varsity teams. Sometime around 2008-09 CHS started using F#1 & F#2 for the Lady Canes softball for Middle School and High School. Of note, Parks and Recreation has purchase 2-homes (2 Pilgrim St. & 2 Puritan St.) off of Clearwater St. for additional parking for CLL at Hicks Park, 2 Pilgrim St. has been paved.

Field usage stayed like this until around 2012 when Parks and Recreation moved the T-Ball program back to Dellinger Park due to additional # of CLL teams, with CLL starting to offer a program for 6-7 year old requiring additional fields, so CLL began using fields #1 & #2 at Sports Complex for that program. For the season of 2016, Parks and Recreation needed to move back to Sports Complex due to Dellinger Park renovation, this will probably be required for the 2017 season also as Dellinger Park renovation will not be completed prior to the start/end of T-Ball season.

I mention all the above, to show that Parks and Recreation has always worked with Cartersville Little League and Cartersville School System even to the point that our Recreation program has often changed to accommodate CLL and CHS.

Cartersville Parks and Recreation commitments to Cartersville Little League:

- Provide location for CLL to take season beginning registration, i.e. JH Morgan & Cartersville Primary Gyms during CPRD basketball games.
- Provides Cartersville Civic Center (no-charge) for CLL Kick-Off banquet.
- Provides GYCH (no-charge) for CLL meetings
- Provides use of Dellinger Park copier/paper when CLL hosted CLL tournaments
- For all CLL league games, provide staff/equipment/material to drag/line field on a daily basis
- Provides up-keep on fields/park, etc.
- Provides drag machine/equipment/material for CLL to maintain field when CPRD is unable or CLL wants fields dragged after each game

- Allow CLL to rent fields for weekend tourneys and retain rent fees to assist in funding of CLL program. CLL does drag/line field for tourney games. CPRD does line-off fields on Friday before weekend tourney. CLL cannot allow a parking fee for weekend baseball tourneys except Perfect Game which can charge a parking fee except in Goodyear Clubhouse parking lot.
- CPRD pays water, electric bills for irrigation and field lights. CLL pays utilities on concession building.
- CPRD will enter CLL teams in GRPA baseball tourneys (if CLL desires). CLL pays district entry fees, if teams qualify for GRPA state, CPRD pays entry fees and CLL is responsible for all other expenses.
- CLL provides park office w/ schedules/rosters so we can answer questions from the public
- Maintain fields during season, mowing, fertilization, etc.

Cartersville Little League Commitments:

- Provide/fund a quality baseball program for ages 7 – 18 for the Cartersville residents. CLL keeps all other fees. Note: CLL has not had a league for ages 13 & up in 4-5 years, but if there is enough participants that wish to play Jr. /Sr. League the fields would be available.
- CLL pays utilities on concession/restroom buildings; CPRD pays utilities for field lighting and irrigation
- It also is CLL responsibility to clean restrooms and pick up trash. CPRD will empty the trash receptacles. When CPRD does receive complaints about trash and restrooms, CPRD's maintenance staff is sent over to clean restrooms and pick-up trash.
- CLL at times operates a fall baseball program w/ same stipulations as main season.

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Exhibit "B"

Exhibit "B" to City of Cartersville Parks and Recreation Department Agreement for Outside Providers dated ____ day of _____, 2022 between the City of Cartersville referred to as "City" and Cartersville Little League referred to as "Provider".

The terms contained herein are hereby agreed to by both the City and the Provider to amend the Agreement.

1.1: Ages shall be (7-16)

1.2: Exhibit "A" Shall serve as a historical reference to the relationship between the City and Provider and commitments from City to Provider and Provider to the City.

1.3: CLL Operates a Spring League each year with Signups in January, evaluations in February, Opening Day in March. Seasons end in May when tournament teams commence (June 1) and can continue until August based on the team(s) success. Hosting of District, Sectional, State Tourneys vary year to year based on rotations within the State. Camps, Fall Activities, Canes School of Baseball continues during the year when opportunities exist. Provider will notify City of any special Little League International event or special event as soon as possible, sometimes these events change locations for various reasons within the 8 week time frame request. Daily admission is not allowed for Little League International events however, parking fees are allowed to help cover the cost of the tourney. Teams participating in these tournaments DO NOT pay a tournament fee to the host. Each year provider will host a tournament team (all-star) tournament for Little League International. Between parking fees and Concession sales provider normally recovers most cost for hosting the event.

1.4: Player Fee is built each year based on the current year's budget. CLL is a Registered 501(c) 3 with the IRS and a local Non-Profit. All monies Raised through 1. Player Fee 2. Concessions 3. Sponsorship / Fundraiser(s) 4. Field Rental are reinvested into the program with a volunteer staff.

1.8: Provider agrees that all promotional material, flyers, and banner advertising will promote the highest ideals of sportsmanship and uphold the core values of Little league International Character, Courage and Loyalty. Provider is also governed by a Charter granted by Little League International to operate in a manner that promotes a program with the highest ideals in mind.

Promotional items and material will not include sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.

Promotional material, flyers, and banners advertising the program shall not be subject to Department approval prior to it's release so long as it is in compliance with conformity of 1.8 of this agreement.

1.9: City and Provider accept and acknowledge that a large portion of CLL's budget is raised from local businesses that support the program. Sponsorship(s) / Fundraiser(s) including but not limited to sign banners in the park, business names on jerseys, and various fundraiser projects within the league are permissible. As noted before all dollars raised are reinvested back into the program.

1.16: All Volunteers are subjected to a background check via Little League International's provider www.JDP.com. Little League International has this built into our Charter and we are provided ~150 of these per year and pay for additional reports as needed based on quantity of volunteers.

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1.18: Cartersville Little League, Provider, represents a boundary as defined by Little League International. This area is currently defined by Exhibit "C", Little League International adjust amends this boundary from time to time. Cartersville Little League uses Cross Street baseball field and from time to time may need to use other facilities outside of city properties when field space is limited. All facilities are listed as locations on "Providers" insurance policy. Currently Cartersville Little League uses fields 1,2,3,4 at Hicks Park and Fields 1,2,3,4 at Cartersville Baseball Complex.

1.19: Cartersville Little League, Provider, sub-leases the fields at Hicks park during the year at times when it is not in conflict with City or Provider's schedule. Once a vendor request field rental City and Provider need to approve the dates and the rental terms. The Vendor will need to fill out a reservation form with the City and provide proof of insurance as required by the city. Provider will work in cooperation with vendor to make sure the day of the park is ready for the vendor. For Example: Scoreboards, Concession, PA systems are ready for use. Provider provides support for systems that are not performing correctly. Vendor directly pays provider for the field rental which goes directly back into the program and park.

2.2: Provider shall be allowed to conduct fundraiser(s) as allowed by Little League International, Provider also sells branded Gear for the program.

2.3: Provider shall have the ability to use storage space in Hick's park in cooperation with the City. Those areas are defined as 1. Storage Closets under RY and JFH Score boxes 2. Concession area and Upstairs of the Gooch Building 3. Equipment Closet beside electrical closet on split faced block building beside new restroom. 4. Caged Storage area behind split faced block building 5. Some storage space in Groomer closet in new restroom building.

Provider and City Further Agree to the Following:

1. Provider operates the concession operations at the building, Provider installed the commercial vent a hood and fire compression system per requirement by Cartersville Fire Department. Provider maintains the vent a hood and compression systems as required by Cartersville Fire Department. Provider owns the equipment in the concession stand and is responsible to maintain and replace as needed to operate the concession stand.
2. Provider has permission to begin a fundraising project to commence the building of a hitting facility located where the current batting cages are located. If this project is successful it will be located where the batting cages are currently located. This is believed to be a three-phase project with a total cost of close to \$200k. Sponsorship and fundraising will be used to help accomplish this potentially including but not limited to special events, naming rights of the facility, selling bricks as part of construction, and signage.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/12/22

PRODUCER
Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 3100101-2022-1 3 10 01

INSURERS AFFORDING COVERAGE:

ADDITIONAL NAMED INSURED:
CARTERSVILLE LL
Ty Mitcham
PO BOX 2541
CARTERSVILLE, GA 30120

INSURER A: **Lexington Insurance Company**
INSURER B: **National Union Fire Insurance Company of (Non-Liability) Pittsburgh, PA**
INSURER C: **AIG Specialty Insurance Company**

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A	X	GENERAL LIABILITY	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	\$1,000,000		
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000		
		X INCL PARTICIPANTS				Property Damage Deductible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000		
						SEXUAL ABUSE AGGREGATE	\$1,000,000		
		MEDICAL PAYMENTS				Any One Person			
C	X	DIRECTORS & OFFICERS	018235622	01/01/2022	01/01/2023	EACH LOSS	\$1,000,000 *		
						AGGREGATE	\$1,000,000		
C	X	CYBER LIABILITY COVERAGE	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE		
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY **		RETROACTIVE DATE	CONTINUITY DATE			
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION			
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY **		NOT APPLICABLE	POLICY INCEPTION			
			\$1,000 PER LEAGUE RETENTION						
		CRIME COVERAGE				EACH LOSS	\$35,000		
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE		
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess		

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE