

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2010 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL OF AGREEMENT - SPORTS FACILITY USE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an agreement with Triple Crown Sports Inc. (TCS) of Fort Collins, CO for the usage of City Sports Facilities in La Vista for five years as identified in the Triple Crown Sports Facility Use Agreement.

FISCAL IMPACT

Triple Crown Sports Inc. (TSC) agrees to pay the City of La Vista as identified in the Triple Crown Sports Facility Use Agreement under Item C.

RECOMMENDATION

Approval.

BACKGROUND

Triple Crown Sports has been renting the City of La Vista Fields for the last several years to conduct a youth baseball tournament and slump buster festival. Currently the facility usage is reserved on a year to year basis. Triple Crown Sports officials requested a five (5) year agreement to ensure that they have a secure location to hold their activities in the future.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A FIVE YEAR AGREEMENT WITH TRIPLE CROWN SPORTS INC, FORT COLLINS CO, TO ALLOW USE OF THE CITY SPORTS FACILITIES FOR A YOUTH BASEBALL TOURNAMENT AND SLUMP BUSTER FESTIVAL .

WHEREAS, the City has determined that it is desirable to have a long term agreement with Triple Crown Sports Inc; and

WHEREAS, Triple Crown Sports have been renting the Sports facilities for the last several years; and

WHEREAS, this agreement will insure the return of this event to the City of La Vista in the future; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign an agreement with Triple Crown Sports Inc, Fort Collins CO, to allow use of the City sports facilities for a youth baseball tournament and slump buster festival for the next five years.

PASSED AND APPROVED THIS 16TH DAY OF MARCH, 2010

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



TRIPLE CROWN SPORTS FACILITY USE AGREEMENT

THIS AGREEMENT BETWEEN TRIPLE CROWN SPORTS INC. (TCS) OF FT. COLLINS, CO AND THE CITY OF LA VISTA IS ENTERED INTO ON _____ FOR THE PURPOSE OF PROVIDING A QUALITY BASEBALL TOURNAMENT IN LA VISTA, NE FOR FIVE YEARS. THE AGREEMENT WILL BEGIN IN 2010 AND THE LAST YEAR WILL BE 2014. EXACT DATES OF FIELD USAGE WILL ROTATE ANNUALLY WITH THE NCAA® COLLEGE WORLD SERIES (CWS). FACILITY USAGE NORMALLY TOTALS 16 DAYS, INCLUDING THREE DAYS BEFORE THE CWS AND THREE DAYS AFTER THE CWS.

THIS AGREEMENT IS HEREBY EFFECTIVE FOR A TERM COMMENCING ON THE DATE SIGNED AND WILL EXPIRE ONCE THE FOLLOWING STIPULATIONS HAVE BEEN SATISFIED BY BOTH PARTIES.

TERMS OF AGREEMENT

A. THE CITY OF LA VISTA AGREES TO:

1. PROVIDE TRIPLE CROWN SPORTS THE EXCLUSIVE USE OF THE FOLLOWING FACILITIES ON THE DATES LISTED ABOVE AND IN SECTION A2: FROM 8:00 AM- 4:00 PM

- LA VISTA SPORTS COMPLEX (BASEBALL AND SOFTBALL FIELDS ONLY)
- CITY PARK FIELDS

2. THE TOURNAMENT DATES LISTED ABOVE ARE FIRM AND NOT TO BE CHANGED BY EITHER PARTY WITHOUT WRITTEN CONSENT BY BOTH PARTIES. FUTURE DATES OF FIELD USAGE ARE ESTIMATED FOR JUNE 16-JULY 1: 2010, JUNE 15-30: 2011 AND JUNE 14-28, 2012. THESE DATES ARE SUBJECT TO CHANGE AND ARE NOT FIRM UNTIL THE CWS SCHEDULE IS OFFICIALLY ANNOUNCED. EXACT DATES FOR FACILITY USAGE IN 2013 AND 2014 WILL BE DETERMINED ONE YEAR IN ADVANCE OF EACH YEAR OR AS SOON AS THE CWS DETERMINES EXACT DATES.

3. NOT ALLOW ANY OTHER BASEBALL TOURNAMENT TO BE HELD AT THESE FACILITIES ON THE DATES OF THE TRIPLE CROWN TOURNAMENT.

4. DRAG AND LINE FIELDS IN PREPARATION FOR THE FIRST GAMES ON EACH DAY OF THE TOURNAMENT. ADDITIONAL DRAGS MUST BE SCHEDULED AND WILL BE CHARGED THE GOING RATE.

5. PROVIDE THE TRIPLE CROWN TOURNAMENT DIRECTOR WITH A KEY TO STORE-ROOM WHERE BASES, ETC. ARE KEPT OR HAVE SOMEONE AT THE SITE WITH THIS KEY IN CASE OF EMERGENCY.

6. ALLOW GAMES TO START AS EARLY AS 8 AM AND LAST UNTIL 4 PM EACH DAY OF THE TOURNAMENT.

EXCEPTIONS:

- IF THERE ARE MULTIPLE DAYS OF BAD WEATHER, TRIPLE CROWN MAY REQUEST FIELD USAGE PAST 4 PM. FACILITY RETAINS RIGHT TO REFUSE USAGE AFTER 4 PM. TCS WILL NEVER INITIALLY SCHEDULE GAMES TO FINISH LATER THAN 4 PM.

7. PROVIDE A SPACE IN THE PARKS FOR A NOVELTY STAND.

8. ALLOW TRIPLE CROWN TO DISPLAY BANNERS IN A PROFESSIONAL MANNER AT THE FACILITIES.

9. ASSIST TRIPLE CROWN IN SECURING TEAMS FOR TOURNAMENT THROUGH NEWS RELEASES AND ANY OTHER TYPES OF PROMOTION THAT THE ORGANIZATION CAN PROVIDE (WORD OF MOUTH).

10. PROVIDE THE NAMES AND PHONE NUMBERS OF LOCAL UMPIRE ASSOCIATION CONTACTS USED BY THE FACILITY.

11. FACILITY MAY OPERATE CONCESSION STAND AND RETAIN ALL PROFITS.

12. CITY OF LA VISTA WILL COLLECT 10% OF GROSS GATE/ADMISSION FEES IF CHARGED.

13. TRIPLE CROWN TOURNAMENTS MAY BE PLAYED IN ADVERSE WEATHER OR MUDDY CONDITIONS (EXCLUDING LIGHTNING). HOWEVER, THE FINAL DECISION ON THE PLAYABILITY OF THE FIELDS WILL BE LEFT TO THE FACILITY SUPERVISOR.

B. TRIPLE CROWN BASEBALL AGREES TO:

1. PROVIDE A TOURNAMENT DIRECTOR AND ALL EVENT STAFF.

2. PRODUCE ALL BRACKETING FOR THE TOURNAMENT AND HANDLE DISTRIBUTION OF BRACKETS AT THE TOURNAMENT.

3. BRACKETS WILL BE FAXED OR EMAILED TO THE CITY OF LA VISTA NO LATER THAN TWO WEEKS PRIOR TO THE EVENT.

4. PAY FOR ALL UMPIRES USED DURING THE TOURNAMENT.

5. SUPPLY ALL AWARDS.

6. PUBLISH THE TRIPLE CROWN PRE-TOURNAMENT REGISTRATION FORM AND DISTRIBUTE WITHIN THE DRAWING AREA FOR THE TOURNAMENT.

7. FURNISH COPY OF LIABILITY INSURANCE. **(CERTIFICATE REQUEST FORM MUST BE COMPLETED IF ADDITIONAL INSURED ARE TO BE LISTED FOR THIS EVENT)**

8. MAINTAIN MONTHLY CONTACT TO REPORT ON PROGRESS OF TEAM ENTRIES AND TO FINALIZE ALL DETAILS.

9. USE TELEMARKETING, NEWSPAPERS, INTERNET, RADIO AND DIRECT MAILINGS TO ACTIVELY PROMOTE THIS TOURNAMENT.

ANY MENTION OF LA VISTA IN PROMOTIONAL INFORMATION MUST BE APPROVED BY CITY OF LA VISTA PRIOR TO RELEASING.

C. TRIPLE CROWN SPORTS AGREES TO PAY THE FOLLOWING OVER THE FIVE YEAR CONTRACT:

- TRIPLE CROWN WILL PAY ALL FIELD COSTS ASSOCIATED TO USE THE FACILITY. THIS INCLUDES, BUT IS NOT LIMITED TO: FIELD RENTAL, LIGHT USAGE, SURFACE MATERIALS DUE TO RAIN (DIAMOND DRY, RAPID DRY, ETC.), FESTIVAL COSTS, ADDITIONAL DRAGS, PERMITS AND 10% OF GROSS IF GATE/ADMISSION FEE IS COLLECTED.

D. TERMINATION:

- THIS CONTRACT IS BINDING ONCE SIGNED BY BOTH PARTIES. HOWEVER, IF EITHER PARTY FAILS TO PROVIDE ANY PART OF THE OUTLINED AGREEMENT, THE CONTRACT MAY BE TERMINATED. TERMINATION MUST BE PROVIDED IN WRITING AND MUST BE 270 DAYS BEFORE THE SAID YEAR.

E. OTHER:

- DUE TO THE NATURE OF THE LONG-TERM AGREEMENT, THERE COULD BE CHANGES DESIRED BY EITHER PARTY. BOTH PARTIES UNDERSTAND THIS AND WILL REMAIN OPEN TO POTENTIAL MODIFICATIONS. THESE MODIFICATIONS NEED TO BE MUTUALLY AGREED UPON AND IN WRITING.

(Facility Director Print Name)

(Date)

(Signature)

(Address)

(City, State, Zip)

(Work Phone)

(Cell Phone)

(Email Address)

(Triple Crown Representative Print Name)

(Date)

(Signature)

TRIPLE CROWN SPORTS
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