CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: December 27, 2017

ITEM: Motion – Approval of Park Use Agreement – West Des Moines Girls Softball Association

FINANCIAL IMPACT: None

BACKGROUND: The term of the park use agreement between the City and West Des Moines Girls Softball Association expires on December 31, 2017. The Council is asked to approve a revised five year agreement with the Association. The Association provides opportunities for over 500 girls playing on 44 teams. In 2017, the Association provided 17 scholarships to insure that no player is denied due to finances. The Association began in 1960 and is committed to continuing to provide a high quality girls softball program for the community.

Only minor changes have been made to the agreement. The Assistant City Attorney and the Association have reviewed and approved the agreement. The agreement was approved by the Parks and Recreation Advisory Board on November 16, 2017.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the revised sections of Consolidated Fees and Charges with an effective date of January 1, 2018.

Lead Staff Member: Sally Ortgies, Director of Parks & Recreation

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES
AND THE
WEST DES MOINES GIRLS SOFTBALL, INC.
FOR USE OF PARKS & RECREATION PREMISES

THIS AGREEMENT (hereinafter called "Agreement") is made this _____ day of _____, 2017, by and between the CITY OF WEST DES MOINES, IOWA (hereinafter called "City") and the WEST DES MOINES GIRLS SOFTBALL, INC (hereinafter called "Association").

FOR AND IN CONSIDERATION OF MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

I. Definitions

A. The term "City" shall mean the City of West Des Moines, Iowa and where necessary shall include the Mayor and City Councilmembers, employees, volunteers and agents of the City.

B. The term "Department" shall mean the City of West Des Moines Parks and Recreation Department. The term "Public Services Department" shall mean the City of West Des Moines Public Services Department.

C. The term "Department Director" shall mean the City of West Des Moines Director of Parks and Recreation or his or her designee.

D. The term "Department's Superintendent of Recreation" shall mean the City of West Des Moines Superintendent of Recreation or his or her designee.

E. The term "Association" shall mean West Des Moines Girls Softball, Inc., its officers, directors, employees, volunteers and agents.

F. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to context.

G. The term "Premises" shall include the area in the attached diagram entitled Attachment A, generally described as the area in Holiday Park for softball, excluding the baseball and aquatic center areas, and bounded by the parking lot curb closest to the softball fields.

II. Term

This Agreement shall commence on the above date of execution and shall continue until December 31, 2022 unless otherwise terminated at an earlier date as provided for herein.

III. Extension of Agreement

At the City's option, this Agreement may be extended for an additional term, not to exceed five (5) years. Any extension of this Agreement shall be effective only if in writing and executed by the parties. If the City elects to exercise the option to renew this Agreement, it shall provide notice as indicated herein within ninety (90) days of the expiration of the initial

term of this Agreement. The renewal may include modifications to the original terms of this Agreement if mutually agreed to by the City and the Association.

IV. Field Usage

A. The softball fields in Holiday Park, so designated in the playing schedule, shall be reserved for scheduled games, tournaments, and practices according to the Association's annual schedule. Any use of these fields by Association members or members of the general public shall be in accordance with the Association's field use and practice policy.

B. The Association may close the fields to the general public for repairs, renovation, or preparation for games or tournaments as long as the dates and length of time are reasonable.

C. Any use of fields at Holiday Park by the Department shall be coordinated with the schedule of the Association's games and practices and shall be presented to the President of the Association by the Department.

D. Any use of the Premises by entities or organizations other than the Association shall require the written consent of the Department Director if that use is not sponsored by the Association. Request for approval of use must be submitted and approved by the Department prior to the Association contracting with any outside organization. Unless covered under the Association's insurance policy, proof of insurance coverage with the City named as additional insured shall be provided by the entity or organization for all non-Association sponsored events prior to use.

V. Facilities

A. Lighting
All field lights shall be repaired, maintained, replaced and insured by the Association for the full term of this Agreement, including any extensions to this Agreement. Any replacement or repair of the field light fixtures, poles, bulbs, or underground wiring is the responsibility of the Association. Electric meters for field lights shall be listed in the Association's name with the electricity supplier and insured by the Association for the full term of this Agreement including any extensions to this Agreement. Electrical use of lights for Association events shall be paid for by the Association. Any electrical use of the lights in tournament play or other activities scheduled by the Department shall be paid for by the Department.

B. Scoreboards
All scoreboards used in conjunction with Association activities shall be repaired, maintained, replaced and insured by the Association for the full term of this Agreement, including any extensions to this Agreement.

C. Security Lighting
Security lighting along the access roads and in the parking lots at Holiday Park shall be repaired, maintained, and replaced by the City. Electrical use of security lighting shall be paid by the City.

D. Irrigation Systems
Irrigation systems may be installed on the Premises by the Association with prior approval by the Department and West Des Moines Water Works. All irrigation systems

on the Premises shall be installed, repaired, maintained, replaced, and insured by the Association for the full term of this Agreement including any extensions to this Agreement. Electricity and water used for irrigation purposes shall be separately metered and paid for by the Association. Electric meters and water meters for irrigation systems shall be listed in the Association's name with the utility supplier and insured for the full term of this Agreement, including any extensions to this Agreement.

E. Restrooms
The City shall provide permanent restrooms at Holiday Park during the period of time the restrooms are open to the public (typically April 15 to October 15). Dates are subject to change according to weather conditions. Permanent restrooms will be maintained by the Public Services Department. The Association may be responsible for stocking restroom supplies as necessary. A City employee or City-contracted security guard will check and close all permanent restrooms within the Premises every evening during the period of time the restrooms are open.

F. Portable Toilets
Up to four (4) portable toilets will be provided by the City within the Premises when permanent restrooms are not available during the Association's regular season. The Public Services Department shall be responsible for the maintenance of portable toilets provided by the City. Additional portable toilets may be utilized at any time during the Association's regular season at the Association's expense.

Bleachers
All bleachers purchased and supplied by the City used in conjunction with Association activities are the property of the City and shall be repaired, maintained, and replaced by the City. Any bleachers purchased and supplied by the Association are the property of the Association and shall be repaired, maintained, replaced, and insured by the Association for the full term of this Agreement, including any extensions to this Agreement.

VI. Concessions Operations

A. With prior written approval of the Department Director, the Association may contract with a third party to provide concession operations. Request for approval must be submitted and approved by the Department Director prior to the Association contracting with a third party. The Concessionaire must meet all requirements of the City, including without limitation insurance coverage. If a third party contractor is used, then a certificate of insurance listing the Association and the City as additional insured must be provided before the third party concession operations begin. The Department reserves the ability to temporarily close down any concession operations until satisfactory proof is submitted to the Department Director that the Concessionaire complies with all City requirements.

B. The Association assumes all risks of concession operations and agrees to comply with all federal, state, and local laws and regulations and orders affecting the concession operation in regard to all matters including but not limited to the sale of, use of, and storage of foodstuffs and beverages.

C. The Association agrees to supply, repair, maintain, and replace at the sole cost and expense of the Association all equipment such as food preparation equipment, refrigeration, storage, and display equipment, and other equipment and property required for the necessary operation of the concession. The Association shall insure such

property and equipment for the full term of this Agreement, including any extensions to this Agreement.

D. The Association, at the sole cost and expense of the Association, shall care for, maintain, and repair to the satisfaction of the Department all property and equipment assigned to the Association by the City for concession purposes. The Association shall insure such property and equipment for the full term of this Agreement, including any extensions to this Agreement.

E. The Association agrees that all revenues derived from concession operations at Holiday Park shall be used to fund personnel, programs, equipment, facilities, or capital improvements in Holiday Park related to Association activities.

F. The Association agrees at all times to permit and allow free access to the concession operation by representatives of the Department, the Polk County Department of Health, and other city, county, state, or federal officials having jurisdiction for inspection purposes. The Association further agrees after any inspection and upon notification by a representative of any agency, that any part of the Premises or the facilities are unsatisfactory, the Association will remedy the same at once.

G. Water supply to the concession building will be turned on by approximately April 15 of each year. The Association may request to have water turned on prior to this date, but the Association will be responsible for maintaining heat to the concession building and will be responsible for the cost of any repairs needed due to damage by freezing temperatures. The Public Services Department will be responsible for testing the backflow preventer for the concession building.

H. The Department reserves the right to permit and allow non-profit organizations to hold events and to otherwise conduct authorized activities at the Holiday Aquatic Center and Park and to permit the sale of food, beverages, novelties, etc., either directly or through the concessionaires of the Department's choice as incident to and in the course of such event or activity. The Association shall have the first right of refusal for providing concession services to events occurring on the fields within the Premises.

VII. Maintenance Responsibilities

A. All requests for maintenance assistance from Public Services Department staff shall be submitted to the Public Services Department's Parks Maintenance Supervisor at least seven (7) days in advance, except in emergency situations. If less than seven (7) days notice is given in non-emergency situations, the Association shall pay the full cost of any overtime hours worked by Public Services Department staff, if applicable.

B. The Public Services Department will provide an adequate number of containers for litter and will empty all containers on a regular basis. The Association is responsible for regularly picking up all litter and debris on the ground within the Premises and shall do so within forty-eight (48) hours upon receiving notice from the Department. If Public Services Department staff or contractor time is required to pick up litter within the Premises, the Association will be responsible for all related costs. The City will provide one (1) dumpster for use by the Association.

C. Duplicate keys must be supplied to the Department's Superintendent of Recreation and Public Services Department's Parks Maintenance Supervisor for any lock used by the Association. If a lock is changed, keys must be made available immediately to the

Department's Superintendent of Recreation and Public Services Department's Parks Maintenance Supervisor. All alarm system codes and instructions for their use must be supplied to the Department. Any costs incurred by the City resulting from failure of the Association to comply with this provision shall be the sole responsibility of the Association.

D. All roads and parking lots will be maintained by the Public Services Department. At no time shall any equipment or materials be stored in roads or parking lots by the Association.

E. All grass within fenced field areas will be timely mowed by the Association in order to ensure the fields are usable as determined by the Association. All grass outside fenced field areas will be mowed by the Public Services Department on a regular basis. If additional mowing is needed outside fenced field areas, the Association will be responsible for keeping grass at the height required by the Association. The base paths will be the responsibility of the Association. All trimming, weed eating, and weed removal along fence lines and under and around scoreboards and bleachers shall be the responsibility of the Association and shall be performed as necessary in order to ensure compliance with West Des Moines Code section 4-4-2 (Nuisances Declared).

F. At the request of the Association, the Public Services Department will fertilize all field areas once a year as part of its system-wide turf program. The purchase and application of additional fertilizer or seed shall be the responsibility of the Association, and application thereof shall require prior written approval of the Public Services Department.

G. At the request of the Association, the Public Services Department shall spray all field areas for broadleaf weeds once a year as part of its overall system-wide weed control program. The purchase and application of additional pesticides/herbicides shall be the responsibility of the Association, and application thereof shall require prior written approval of the Public Services Department.

H. Under no circumstances may the Association permit or contract for individuals or businesses to apply fertilizer, pesticides or herbicides to any public park lands without prior written approval from the Department Director. Contact information for all licensed applicators must be supplied to the Department prior to receiving written approval. Applicators will be required to provide detailed records for all applications of fertilizer, pesticides or herbicides on a form supplied by the Public Services Department.

I. Except as provided herein, the Association, at its expense, shall care for, maintain, and keep in repair and in a safe and serviceable condition all structures, such as concession stands, scoreboards, batting cages, storage buildings, irrigation systems, fences, bleachers, dugouts, and benches which are used during Association sponsored activities. The Association, at its expense, shall be responsible for all maintenance and grooming of fields within the Premises. Fields shall be kept in reasonable playing condition with grass groomed, bases anchored in place, and fences in good repair. The fields shall be safe, level and well groomed and shall not hinder game play or favor one team or individual over another. Due to the fact that field conditions may be altered by factors such as changing weather conditions or prior game play, the decision to allow play shall fall under the control of umpiring officials. The Department shall have the right to inspect fields at any time. If deficiencies are found by the Department, the Department may override the decision of the umpiring officials, if deemed necessary, and cancel or

postpone any activity taking place on the deficient fields until deficiencies have been remedied.

If the Association does not comply with this section within forty-eight (48) hours of receiving notice of a deficiency from the Department, or a longer period of time if so warranted, the Department may make repairs and charge the Association for all City expenses incurred related to the repairs. Any failure by the Association to timely remedy deficiencies, after receiving proper written notice of the default(s), to the satisfaction of the Department shall constitute a default of this Agreement and the City may elect to terminate this Agreement, pursuant to Section XIII – Termination of this Agreement. Any damaged structure or equipment (except batting cage nets) must be reported to the Department's Superintendent of Recreation within twenty-four (24) hours.

VIII. Tournaments

A. All tournaments or other activities outside regular league play shall be communicated to the Department. The Association shall submit Tournament Communication Forms to the Department's Superintendent of Recreation a minimum of thirty (30) days prior to the tournament or activity.

B. The Association will be responsible for paying the City for support provided during tournaments, including but not limited to, trash removal and restroom cleaning/stocking. A fee will be charged for each occurrence of service provided. The rate per occurrence will be established by the Department by March 15 of each year.

IX. Improvements

A. Any utility, field or structure additions, improvements or changes, paint colors, and facility naming requests must be submitted to the Department's Superintendent of Recreation and approved by the Department Director, and if applicable, the City's Parks and Recreation Advisory Board, the City's Planning and Zoning Commission, and/or the City Council in advance.

B. The Association shall not erect, post or exhibit signs within the Premises unless prior written approval is first given by the Department Director. All signs shall comply with the ordinances of the City and any rules and regulations adopted by the City's Parks and Recreation Advisory Board or the Department. Any signs removed or taken down by the Association shall not damage any building or facility.

C. The Association shall be solely responsible for acquiring at its own expense from corporate, federal, state, county, or local agencies or governmental units all permits for operations, improvements or changes.

X. Insurance Requirements

A. The Association shall at its cost and expense, procure and maintain casualty and liability insurance for the full term of this Agreement, including any extensions to this Agreement. The insurance provider shall be authorized to do business in Iowa and shall have received a rating of A or better in the current Best's Rating Guide. The insurance provider shall certify in writing that any policy of insurance required herein with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance or renewal of the policy or certificate covering the operation or event.

B. The City shall be named as an additional insured under each policy or certificate. The original certificate of insurance shall be delivered to the City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, Iowa 50265. A copy of the certificate shall also be submitted to the Department's Superintendent of Recreation for the Department's records. Each policy and certificate shall have endorsed thereon: "No cancellation of or change in this policy shall become effective until after forty-five (45) days written notice for reasons other than non-payment of premium or ten (10) days written notice for non-payment of premium by registered mail to: "City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, Iowa 50265". The City shall also receive written notice from the Association's insurance carrier in the event that the policy is not renewed.

The policy shall provide the following amounts of insurance coverage. The City reserves the right to review and revise the insurance coverage amounts as deemed necessary.

Property Damage Insurance	Not less than $50,000
Worker's Compensation & Employers Liability	Statutory Requirements
Commercial General Liability	
General Aggregate Liability	$2,000,000
Products Completed Operation Aggregate Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Comprehensive Automobile & Motor Vehicle/Trailer Liability Insurance for Vehicles Owned, Non-Owned or Rented and Underinsured and Uninsured Automobile & Vehicle Liability	$500,000 per occurrence
Medical Payments (Any One Person)	$5,000
Legal Liability to Participants	$5,000

C. Upon failure of the Association to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the Association to procure and/or maintain the required insurance shall not relieve the Association from any liability under this Agreement, nor obligations of the Association concerning indemnification. All required insurance shall be in effect and continued during the full term of this Agreement, including any extensions to this Agreement.

D. The City recommends a blanket employee dishonesty policy which covers all Association officials, members, employees, agents, and volunteers who have access to assets of the Association.

XI. General Covenants, Policies and Conditions

A. All eligible residents of West Des Moines shall be permitted to participate in the program. The Association shall comply with all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination including adherence and compliance with the Americans with Disabilities Act (ADA).

B. The Association shall encourage all participants to abide by all federal, state, county, and city laws, ordinances and regulations including all regulations adopted and established

by the City Council, the City's Parks and Recreation Advisory Board, and the Department.

C. Emphasis should be given in communications to participants that parking is to take place in lots designated for Association use only. There is to be no parking on grass or in non-designated parking areas.

D. The Department Director reserves the right to cancel or postpone any activity or eject any person from the facility due to conflicts, disregarding of rules and regulations, adverse weather, or uncontrollable circumstances. Safety of the participants prevails.

E. The City requires that all active coaches receive training for youth sports coaches as provided by the Association and reviewed and approved by the Department.

F. The City requires that the Association run a check of the State of Iowa sex offender registry on all volunteers, coaches and employees of the Association at least once every year. The City also recommends that criminal background checks be performed on all volunteers, coaches and employees of the Association at least once every year.

G. The City requires that the Association perform an annual participation satisfaction survey with all participants. Results of the survey shall be shared with the Department upon request or as part of the Association's annual report.

XII. Submittals

A. The following shall be submitted to the Department's Superintendent of Recreation by March 15 of each year or prior to any Association activity taking place in Holiday Park:

(1) Roster of current officers' names, e-mail addresses and phone numbers.
(2) List of emergency contact names, e-mail addresses and phone numbers.
(3) Roster of coaches who have satisfactorily completed an approved training program for youth sports coaches.
(4) Schedule of Association activities.
(5) Current Association by-laws.

B. In addition, the Association shall submit the required certificate of insurance to the City Clerk and Department's Superintendent of Recreation on an annual basis, prior to the expiration of the existing insurance policy. If the Association fails to do so, then upon written demand by the City or Department, the Association must provide the City or Department with the required certificate of insurance within five (5) business days of the date of the written demand. If the Association does not comply within five (5) business days, then the Association is in default of this Agreement. The Association is in default, according to the terms of Section X – Insurance Requirements, Paragraph B, if there is no insurance coverage at any given time during the term of this Agreement.

C. An annual report shall be submitted by the Association to the Department's Superintendent of Recreation no later than March 15 of each year. The report shall include, but not be limited to, current participation figures, expenses and revenue, balance sheet, participation satisfaction survey results, and any facility improvement requests.

D. The Association shall attend a regular meeting of the City's Parks and Recreation Advisory Board in March or April to present the annual report each year and also attend any other meetings requested by the Department Director.

E. Minutes from all Association meetings shall be submitted to the Department or posted to the Association's website within ten (10) business days following the meeting at which the minutes are officially approved.

XIII. Termination

A. At the expiration of this Agreement or any extension thereof, or sooner as hereinafter set forth, the Association shall surrender the Premises and all City property thereon, in as good condition as when taking possession by the Association.

(1) The Association may request to be relieved in whole or in part of any or all of the obligations of this Agreement for such stated periods of time as the City's Parks and Recreation Advisory Board and City Council may deem proper upon written application showing circumstances beyond the control of the Association warranting such relief. The City shall respond in writing authorizing or rejecting said request.

(2) Upon default by the Association of any of the terms and provisions of this Agreement, and following the recommendation of the City's Parks and Recreation Advisory Board and action taken by the City Council, this Agreement may be terminated or cancelled at the sole option of the City, provided, however, before termination or cancellation, the Department Director, shall give written notice to the Association, pursuant to Section XVI – Notices of this Agreement, by Certified Mail, with return receipt, or personal service specifying the default or defaults and stating the Agreement may be deemed by the City's sole judgment to be cancelled and forfeited ten (10) calendar days after giving of such notice unless such default or defaults are remedied within such time period. A longer time period to remedy a default may be granted by the Department Director in his or her sole discretion. A shorter time period to remedy a default may be deemed necessary by the Department Director in his or her sole discretion if the Department Director determines that the basis for the default has or will create an immediate hazard to any participants or spectators or has or will create a significant liability exposure to the City. The Department Director, in his or her sole discretion, may also direct the Association to immediately cease its activities related to this Agreement if the Department Director determines that an immediate hazard to any participants or spectators or a significant liability exposure to the City has or will exist. Any bankruptcy or insolvency proceedings by the Association shall, at the City's sole option, immediately terminate this Agreement without prior notice and the facility under the control of the Association shall vest with the City. Upon proper notice from the Department Director to the Association as herein provided, any default of this Agreement by the Association that is not timely cured or remedied shall constitute a material and substantial breach of this Agreement.

(3) If the City is required to expend any money to fulfill the terms, conditions and obligations of this Agreement, either during the term of this Agreement by reason of default or after termination of the Agreement, the City's Parks and Recreation Advisory Board, the City, or its assigns may pursue reimbursement of any costs directly from the Association, or may seek any legal or equitable remedy available, including costs and attorney fees occasioned by such action.

(4) The Association nor any one claiming by, through or under the Association, shall not have the right to file or place any Mechanic's Lien or other lien of any kind or character whatsoever, upon the Premises, facilities, or building controlled by the Association under this Agreement, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.

B. If this Agreement is terminated and is not extended, all infield material, fencing, light poles, buildings, dugouts, underground irrigation systems including controllers, and other fixed equipment shall remain the property of the City. No compensation will be paid by the City to the Association for the above improvements. Scoreboards, light fixtures, portable bleachers, portable batting cages, and non-fixed equipment shall be considered property of the Association, unless they were originally purchased by the City. In the event any equipment breaks or is in need of repair, the Association reserves the right to retire or replace the equipment. Upon termination of this Agreement, the City shall have the first opportunity to purchase Association property at fair market value as determined by a licensed appraiser paid for by the City. To determine fair market value, the Association shall have the right to accept this appraisal, pay for its own appraisal, and/or solicit qualified bids from other parties. The City shall be given an opportunity to match the appraisal amount, any bid amount, or a mutually agreed upon amount and have the first right to purchase the Association property. If the City determines it is not in the City's best interest to match the appraisal, bid, or negotiated amount in order to purchase the Association property, the Association shall then have the right to sell the property to another party and the obligation to remove the property from the Premises at the Association's expense. If any property is removed upon expiration of this Agreement, the Premises shall be restored to as good condition as existed upon commencement of this Agreement.

XIV. Dispute Resolution

Any concerns or questions regarding interpretation or application of the provisions of this Agreement shall first be submitted to the Department's Superintendent of Recreation. The Department Director, City Manager, members of the City Council or the City's Parks and Recreation Advisory Board may become involved in the resolution process. Upon mutual agreement of the parties, they may, but are not required to, seek to resolve any disputes by alternative dispute resolution methods prior to pursuing legal or equitable remedies.

XV. Release of Liability and Hold Harmless

A. The City and the Association hereby agree to indemnify and hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from any and all claims, demands, actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which the party may incur or sustain due to negligent, reckless, or willful conduct attributed to the party, related to the execution of this Agreement. For the purposes of this Section, "City" includes those persons described in Section I – Definitions, Paragraph A, as well as West Des Moines Water Works. As a condition of this Agreement, each party must provide the other party with prompt notice of any such claim, demand, or action and all necessary information and assistance so that the indemnifying party, at its option, may defend or settle such claim, demand, or action. In the event that any such claim, demand, or action is caused by the joint or concurrent

negligence of both parties, then the loss, expense, or claim shall be borne by each party in proportion to its respective negligence in causing said loss, expense, or claim.

B. The parties specifically agree that the City is not liable for any loss or damage sustained by reason of any defects, deficiencies, or impairments of the electrical apparatus or wires furnished for the concession operations, lighting, or scoreboards, by reason of any loss of water supply or electrical current which may occur from time to time from any cause, or for any loss resulting from fire, water, tornado, explosion, vandalism, civil commotion or riot, or any act of God.

C. The parties also specifically agree that the City is not liable for any failures by the Association to pay taxes, assessments, sales taxes, withholding taxes, or other public charges levied or assessed by reason of the operation of the Association's activities or program.

XVI. Notices

Notices sent pursuant to this Agreement shall be sent to the other party by Certified Mail, with return receipt, or personal service and addressed as follows:

For the City:
Director of Parks & Recreation
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265

For the Association:
_____
_____
_____
_____

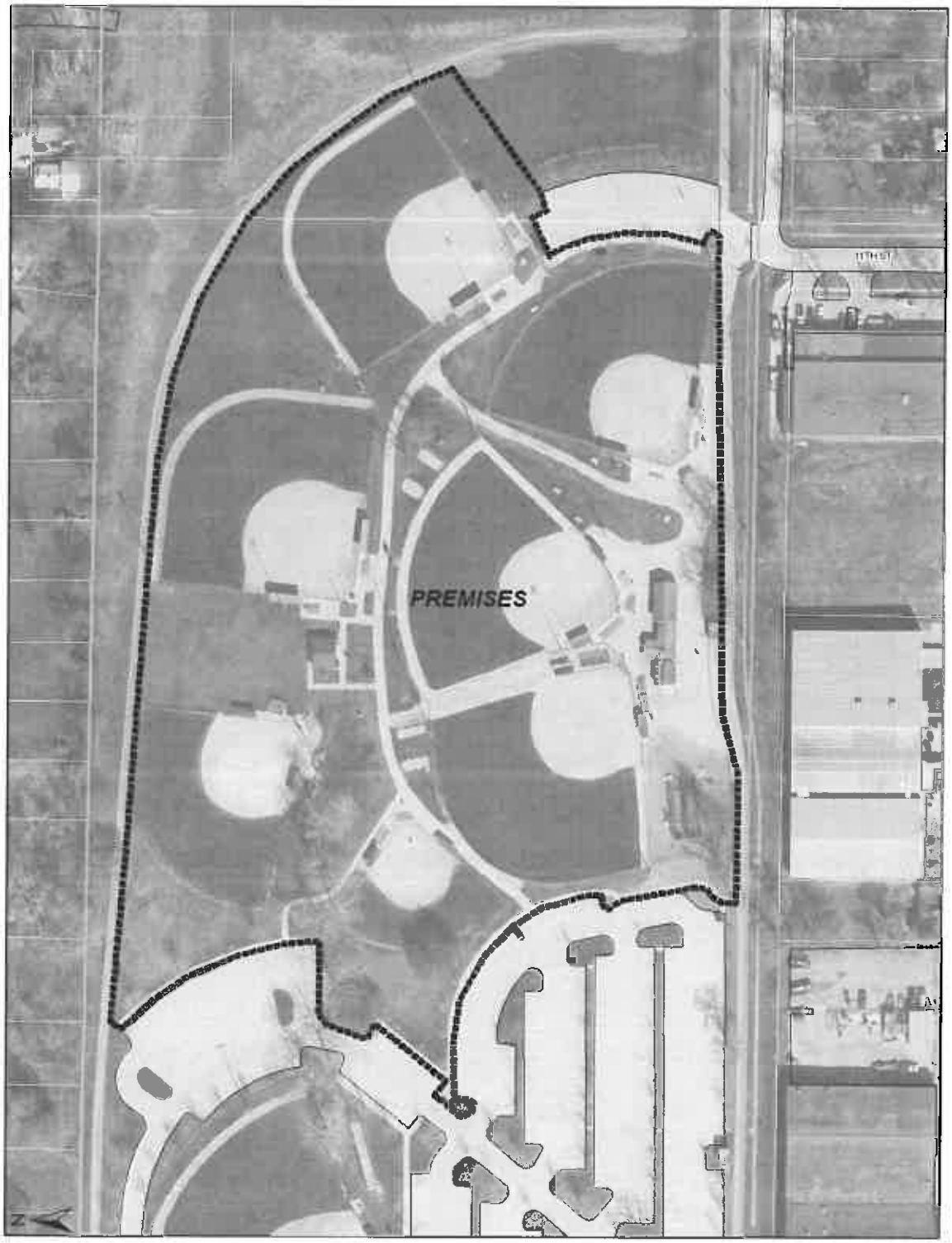
WEST DES MOINES GIRLS SOFTBALL, INC.

_____
Jason McArtor, President

CITY OF WEST DES MOINES

_____
Steven K. Gaer, Mayor

Attest:

_____
Ryan Jacobson,
City Clerk

Attachment A