

SECOND AMENDMENT TO AGREEMENT

(Between the City of Overland Park and the Blue Valley Recreation Commission at Community Park)

THIS SECOND AMENDMENT TO AGREEMENT is made this ____ day of _____, 200_ by and between the CITY OF OVERLAND PARK, Johnson County, Kansas (hereinafter referred to as the "City") and the BLUE VALLEY RECREATION COMMISSION, Johnson County, Kansas (hereinafter referred to as the "Commission").

WITNESSETH:

WHEREAS, the City and the Commission entered into a certain Agreement dated January 8, 2001 (the "Agreement") and a subsequent First Amendment to Agreement (Community Park) dated September 10, 2001 ("1st Amendment") pursuant to which the City granted to the Commission certain rights to use and enjoy certain existing and reconstructed softball/baseball fields at the City's Community Park in consideration for the payment by the Commission of a portion of the City's costs of moving and reconstructing said fields and payment of a portion of the annual costs of the joint use, operation and maintenance of those reconstructed softball/baseball fields; and

WHEREAS, the intent of the City and the Commission is to amend the Agreement, as previously amended, to modify the rights, duties and responsibilities of the parties, and to extend the term of the lease for an additional five (5) years.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived from the Agreement, the City and Commission hereby agree to amend the Agreement in order to clarify the term thereof as follows:

1. Maintenance.

a) The Commission, at its sole cost and expense, shall perform the following maintenance during the term of this Agreement:

(i) The Commission will be responsible for the maintenance of the infields and warning tracks, and all associated costs;

(ii) In addition BVRC staff will perform the field setups for all City and Commission games.

b) The City, at its sole cost and expense, shall perform all maintenance to the Community Park, including without limitation:

(i) Pick up litter, empty trash barrels, replace plastic bag in each barrel, use hand blower to clean off bleachers, dugouts, and walkways daily;

(ii) Maintain the fences, gates, parking lot, concession area and concession structure, lighting, bleachers, and restrooms;

- (iii) Maintain the outfield, including irrigation and turf maintenance, which shall be provided by St. Andrews Golf Course (“St. Andrews”) under the direction of Terry Rodenberg or such other person appointed by St. Andrews and approved in writing by the City.
- 2. Skate boarding. City shall not allow skate boarders in ball field areas including concrete steps, hand rails, bleachers, backstops, and dugout benches. If skate boarders are found to be in those areas mentioned then ask the person(s) nicely to keep skate board activities in the skate park area for safety reasons. Failure to comply on the person(s) part shall result in police being summoned for further assistance.
- 3. Field Usage.
 - (a) The City will have the use of all four fields on Tuesday, Wednesday, and Thursday of every week and fields C and D every Friday night during the spring, summer and fall seasons.
 - (b) The Commission will have the use of all four fields on Monday, Saturday and Sunday of every week and fields A and B every Friday night during the spring, summer and fall seasons.
- 4. Additional City Usage. The City will be allowed to use all four fields on the following weekends: the first weekend of May, the third weekend of July, the third weekend of August, the first weekend of September, and the third weekend of October. For the purposes hereof, a weekend shall consist of the days Friday, Saturday and Sunday.
- 5. Utilities. The City shall be responsible for paying all utility costs arising from the use of the Community Park.
- 6. Extension Option. The Commission is hereby granted a five-year extension option of the Agreement in addition to the existing 5-year extension option provided by the 1st Amendment. Each five-year extension shall be automatically exercised, unless the Commission gives written notice to City not less than (6) months prior to the end of the then current term of its desire to terminate this Agreement.
- 7. Ratification. All other terms and provisions contained in the Agreement, as previously amended, shall remain in full force and effect and unmodified except as herein specifically amended.

IN WITNESS WHEREOF, the City and the Commission have caused this Amendment to be executed on its respective behalf by its duly authorized representatives the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By _____
Ed Eilert, Mayor

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

J. Bart Budetti
Senior Assistant City Attorney

BLUE VALLEY RECREATION COMMISSION

By _____
Brett Hettrick, Chairman