

AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI,
AND THE
ELEVATE COMO VOLLEYBALL

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and ELEVATE COMO VOLLEYBALL, a nonprofit corporation organized in the State of Missouri (hereinafter "Organization"). City and Organization are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City owns and operates parks and recreational facilities for recreational and competitive sports programming in Columbia, Missouri;

WHEREAS, Organization provides youth sports programming, leagues and tournaments for children in Columbia, Missouri; and

WHEREAS, the Parties desire to work together to provide youth in the community with volleyball opportunities.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Organization's Responsibilities. Organization shall have the following responsibilities:

- a. Organization is responsible for registration of players. Organization's registration form will include a provision which provides consent for the use of photographs and video imagery and sound recordings of program participants.
- b. Organization shall be responsible for the collection of registration and participation fees. The approved registration and participation fees are set forth in Exhibit A. Organization shall not increase registration and participation fees during the Initial Term, as defined below, without the written consent of City's Designated Representative. After the Initial Term, Organization reserves the right to update registration and participation fees prior to each term of the Agreement with sixty (60) days written notice and those fees will be fixed for the duration of that term of the Agreement and shall only be changed with the written consent of the City's Designated Representative. Organization shall coordinate with the city to provide scholarships for players who need financial assistance.
- c. Organization shall select teams in the following manner:
 - i. Players shall not be placed on teams through a selection, bidding, or tryout basis.

- ii. Organization's practice is to generally create teams based on school-affiliation.
 - iii. When requested by a parent, Organization may place children on a team as needed to resolve transportation issues.
 - iv. Organization reserves the right to move players from one team to another based on what is best for the player, the team, and the league (i.e. relationship issues between players, transportation needs of the family, etc.)
 - d. Organization shall provide City a requested practice, game and event schedule no later than forty-five (45) days prior to the then current volleyball season.
 - e. Individual and Team Photography and Videography. Organization may procure professional photography or videography. Any agreements for these sorts of professional services shall be between Organization and the professional. Organization must use any profit from the professional services to support the recreational program.
 - f. Organization shall fund its various programs. Organization shall provide City with a copy of its operating budget no later than one month (30 days) prior to the start of the then current volleyball season.
 - g. Organization shall provide an annual report to the City no later than one month (30 days) after the end of the then current volleyball season.
 - h. Organization shall not engage in any conduct which jeopardizes or causes it to forfeit or voluntarily release its 501(c)(3) status. Organization shall remain in good standing with the Missouri Secretary of State.
 - i. Organization shall select, train and approve its managers and or coaches for the various league teams. Organization shall conduct annual background checks on all managers, coaches and other adults volunteering in Organization's programming. The background check requirements are set forth in Exhibit B.
 - j. Organization shall be responsible for security at its practices, games, and events. Organization shall encourage good sportsmanship and shall notify the participants, coaches, parents, other supporters and spectators of the City's rules and regulations, as needed.
2. City's Responsibilities. City shall have the following responsibilities:
- a. City shall provide use of the Columbia Sports Fieldhouse and other venues for practices, games, tournaments, and other events on a schedule approved by the City's Designated Representative as set forth below.
 - b. City shall make available to organization seven (7) weekend dates (Friday, Saturday, or Sunday) for Organization's use of the Columbia Sports Fieldhouse between September and November no later than 90 days prior to then current volleyball season. The use shall include all eight (8) hardwood courts.
 - c. City shall provide Organization with a minimum of two (2) courts available during weeknights (Monday - Thursday) for the duration of Organization's Volleyball Season.

- d. Within fifteen (15) days of receiving Organization's requested practice, game and event schedule, City will confirm dates of use for practices, games and events.
 - e. City shall coordinate with other property owners as needed for securing practice and game facilities for the Organization's season.
 - f. City shall provide publicity during registration and playing season.
 - g. City shall provide practice balls, game balls, and ball carts.
 - h. City shall provide the hiring of officials.
 - i. City shall provide a meeting room for the Organization's meetings at no charge to the Organization.
3. Joint Responsibilities.
- a. League Rules. The current approved league rules are contained in Exhibit C. Any rule changes must be approved by the Designated Representatives in writing.
 - b. Program Philosophy. The current approved program philosophy is contained in Exhibit D. The Parties Designated Representatives shall meet at least annually or as often as necessary to discuss program philosophy, including but not limited to the Code of Conduct and Responsibilities of Players and Coaches. No changes shall be made to the program philosophy documents without the written approval of the City's Designated Representative.
4. Fees. Organization shall pay fees as indicated herein.
- a. For league games, Organization shall pay the Activity Fee and Recreation Facility Use Charges as set forth in City Code, Chapter 17. The Activity Fee and Recreation Facility Use Charges shall be calculated based upon the following formula:

Average number of Participants per Team X 2 teams per game X number of scheduled games X Amount of the Fees.
- Any changes to the Activity Fee and Recreation Facility Use Charges made by the City shall be applied to the Organization beginning in the Organization league year following the year in which the changes were made (i.e., City fee changes effective October 1, 2026 would be applied to Organization for its 2027 league year).
- b. For practices at the Columbia Sports Fieldhouse, Organization shall be entitled to a fifty percent reduction in the appropriate court reservation fees.
 - c. For special events and tournaments, Organization shall pay all associated facility rental fees as set forth in City Code, Chapter 17, or as otherwise indicated in the Parties' special events operation agreement.
 - d. City shall invoice Organization at the end of each season. All fees shall be paid within fifteen business days following receipt of the invoice.
5. Term

- a. Initial Term. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until the date that is one (1) year following the Effective Date.
 - b. Renewal Term(s). Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless either Party provides written notice of non-renewal no later than thirty days prior to the end of the then current term.
- 6. Termination For Default
 - a. Events of Default. A Party shall be considered in Default of this Agreement upon:
 - (1) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
 - (2) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
 - (3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
 - (4) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
 - b. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.
- 7. Termination For Convenience. With ninety (90) days written notice, either Party may terminate this Agreement for convenience.
- 8. Termination By Mutual Agreement. This Agreement may be terminated at any time upon mutual agreement by both Parties.
- 9. Force Majeure. The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other

Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.

10. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, Organization shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Organization, of any contractor or subcontractor (meaning anyone, including but not limited to consultants having a contract with Organization or a subcontractor for part of the services), of anyone directly or indirectly employed by Organization or by any subcontractor, or of anyone for whose acts the Organization or its subcontractor may be liable including volunteers, in connection with providing these services. This provision does not, however, require Organization to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

11. **Insurance.** ORGANIZATION, at its sole expense, shall obtain and keep in force liability insurance to cover ORGANIZATION's activities in an amount not less than the State of Missouri's sovereign immunity limits, adjusted annually pursuant to Section 537.610 RSMo on a per occurrence basis for both personal injury or death and property damage, naming the City of Columbia as an additional insured. ORGANIZATION shall provide City with proof of such insurance and a copy of the policy upon request.

12. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. **Designated Representatives**

- a. The City hereby designates its Director of Parks and Recreation as its Designated Representative for purposes of this Agreement.
- b. Organization hereby designates Board President as its Designated Representative for purposes of this Agreement.

14. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Parks and Recreation Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to Organization:

ELEVATE COMO VOLLEYBALL
4105 Hartfield Dr.
Columbia, MO 65203
ATTN: Registered Agent

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

15. Record Retention; and Access to Records.
 - a. Organization shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of at least five (5) years from the date of the final payment by the City. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, Organization shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later. If City is subject to any litigation, claim, negotiation, audit, or other action involving the records, the City will notify the Organization in writing to extend the Organization's retention period.
 - b. Inspection By City Representatives. The authorized representatives and agents of the City of Columbia shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.
16. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
17. No Third Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
18. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
19. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive

jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

20. General Laws. Organization shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

21. Americans with Disabilities Act. Organization shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves Organization providing services directly to the public, Organization shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.

22. Sunshine Law. City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Organization shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Organization shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services. Organization shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Organization's business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

23. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

24. Electronic Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

25. Agreement Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Approved Registration and Participation Fees
B	Background Check Requirements
C	Approved League Rules
D	Approved Program Philosophy

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

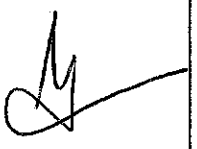
26. Entire Agreement. This Agreement represents the entire and integrated Agreement between Organization and City relative to the partnership described herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the partnership described herein are superseded.

{Signatures on following page}

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager
Date: _____



ATTEST:

Sheela Amin, City Clerk

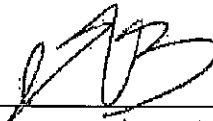
APPROVED AS TO FORM:

Nancy Thompson, City Counselor/bt

ORGANIZATION

By: _____
Name: Jason Herman
Title: President
Date: 7/20/2024

ATTEST:



Name: Janah Lybeck-Brown

Exhibit A

Elevate COMO Volleyball Registration and Participation Fees

Fall League

Grades: 3rd – 6th grade (girls and boys)

Season Length: August through early November, concluding prior to the start of the Columbia Youth Basketball Association (CYBA) start.

Fee: \$95.00 per participant

The registration fee includes organized practices, games, and a team jersey. An eight game season is anticipated, but the final structure and scheduling of practices and games may be adjusted based on registration numbers.

Spring and Summer Programming

At the conclusion of the fall league, Elevate COMO Volleyball will conduct an end-of-the season review to assess participant experience and community demand. Based on that review, potential spring and summer offerings may include skills clinics and/or an abbreviated league.

Any spring or summer programming, including format, age groups, and participation fees will be determined collaboratively between Elevate COMO Volleyball and the City of Columbia and will meet requirements outlined in the working agreement.

Exhibit B

Background Check Requirements

Elevate COMO Volleyball requires all coaches and volunteers to successfully complete a background check prior to participating in any capacity within the league. This requirement applies to, but is not limited to coaches, assistant coaches, volunteers, employees, and board members.

Background checks are conducted through Protect Youth Sports, a third party vendor specializing in background screening and child abuse prevention services for youth sports, parks and recreation, and community based programs.

Protect Youth Sports' background screenings include verification of the following components:

- SSN verification and address history
- National criminal database search
- National sex offender registry search
- Re-verification of criminal records
- Alias name searches

Exhibit C

Elevate COMO Volleyball 2026 League Rules

NFHS rules and penalties apply unless otherwise noted. If a league contains multiple age groups, the rules for the highest age grade will be applied (e.g. 4th-5th grade girls will play by 5th grade guidelines).

Players

Only Elevate COMO Volleyball registered and approved players may participate in games. In instances where teams are short players, they may pick up a player(s) from another Elevate team in the same age division or younger. Proof of registration with Elevate will be required.

Sportsmanship

Elevate COMO Volleyball code of conduct for players, coaches, and fans is strictly applied. Any coach or player receiving discipline from the referee and/or a league official will be subject to penalties. Violators may be asked to leave the game, be removed from the facility, and/or suspended from the league.

All divisions

- Each game is capped at a 45-minute time limit or 3 sets
- Rally scoring used for leagues keeping score
 - First team to 25 (Sets 1-2) or 15 (Set 3) & do not have to win by 2 points
- Games start at scheduled time, warm up before games only if time allows
- Each team will substitute players into designated service spot on the court, giving everyone fair playing time
- After a server has served three (3) balls in a row, the other team will get side out.
- Each team will receive 1 timeout per set (timeouts do not carry over between sets)
- 1 minute intermission between sets
- No jewelry to be worn by players during games
- No official game results or league standings will be kept
- Either underhand or overhead serving is allowed

Grade Specific

The following rules will be used specifically for different grade levels. Since the focus is on developing skills, judgment will be used for flexibility on rules to help ensure success for individual players.

	3 rd Grade	4 th Grade	5 th Grade	6 th Grade
Ball	Volley-Lite	Volley-Lite	Volley-Lite	Volley-Lite
Net Height	6'6"	6'6"	7'0'	7'0"
Serving Line	10-15' inside regulation	10-15' inside regulation	5-10' inside regulation	5-10' inside regulation
Rotation Spot	Right back	Right back	Right back	Right back
Substitutions	Unlimited	Unlimited	Unlimited	Unlimited
Time Limit & Score Limit	13 minutes per set (no score kept)	13 minutes per set (no score kept)	25 points per set (15 for set 3)	25 points per set (15 for set 3)
Let/Net Serve Allowed	No	No	Yes	Yes
Player allowed to touch net	No	No	No	No
Service limit per server	3 serves then side out	3 serves then side out	3 serves then side out	3 serves then side out
Service toss error	1 per attempt	1 per attempt	1 per attempt	1 per attempt
Referee	No	No	Yes	Yes
Line Judges	No	No	1 per team	1 per team
Score Kept	No	No	Yes	Yes

Exhibit D

Elevate COMO Volleyball Code of Conduct

Elevate COMO Volleyball exists to help players develop skills in a safe, inclusive, and fun environment. Effort, learning, and respect matter more than winning. Everyone is expected to conduct themselves in a manner that demonstrates respect for all players, coaches, officials, parents, spectators, and Elevate COMO representatives.

Players

Pledge: "I promise to try my best, have fun, and treat everyone with respect."

I will:

- Play to have fun and work to improve my skills
- Treat teammates, opponents, coaches, and officials with respect
- Follow the rules and always try my best
- Encourage others and include everyone

Parents & Spectators

Pledge: "I promise to support all players positively and help create a fun, respectful environment for everyone."

I will:

- Remember the game is for the players
- Cheer positively and support all athletes
- Respect coaches and officials and avoid sideline coaching
- Help create a welcoming, inclusive environment for everyone

Coaches

Pledge: "I commit to helping players learn, feel included, and enjoy the game in a safe and supportive environment."

I will:

- Focus on skill development, learning, and enjoyment of the game
- Ensure all players feel supported and included
- Model respectful behavior at all times
- Create a safe space for players to grow and have fun

Unsportsmanlike behavior, bullying, illegal activities, and the use of drugs or alcohol at league activities will not be tolerated.

Elevate COMO Volleyball reserves the right, in its sole discretion, to remove or suspend any player, coach, parent, spectator, or other attendee from any league activity for behavior that is unsafe, disruptive, inappropriate, threatening, or not aligned with this Code of Conduct.

Failure to follow this code may result in consequences including, but not limited to, suspension, removal from league activities, or dismissal from the program.

Player Acknowledgement (Required at registration)

By registering my child or dependent, I acknowledge that I have read and reviewed the Elevate COMO Volleyball Code of Conduct, discussed it with my child, and agree to support and uphold it's expectations for players, coaches, parents, and spectators.

Coach Acknowledgement (Required with background check)

By volunteering as a coach, I acknowledge that I have read and understand the Elevate COMO Volleyball Code of Conduct and agree to uphold its expectations by modeling respectful behavior and prioritizing player development, inclusion, and enjoyment of the game.