City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

~~Baseball~~Softball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs recognized by the City and all Sports Organizations, hereinafter referred to as "Organization", and are intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. The City enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the participation and needs.

Commented [JZ1]: To better meet the needs of the community, this wording was revised

Commented [JZ2]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility (ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

Commented [SS3]: March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
   - **i.** That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the comprehensive annual report, prior to October 31st of each year.
   - ii. That the Organization provide the annual report prior to the start of the season:

a. Copy of approved current constitution and by-laws for Organization.
b. List of current Organization officers and board members with addresses, phone numbers, and email.
c. Proposed Organization schedule of events.
d. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.

iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.

iv. Approval by the City Council in December of each year.

C. General Agreements

1. **The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization**.
2. Use of City facilities are primarily for the use of citizens living within the incorporated city limits and/or attends a Deer Park ISD school.
3. The Organization is required to provide a minimum service of Recreational League play.
4. It is suggested that the Organization prioritize usage of the fields in the following manner:
   i. Recreational league games
   ii. League sponsored tournaments
   iii. Select league games
   iv. Select tournaments
   v. Third party usage
5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
   i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
6. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
7. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
8. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.
   ~~7.~~i. If the Organization has identified non-recreational teams to utilize facilities, than the Organization's In-Lieu of payment will cover those associated cost with the non-recreational team usage.

~~8.~~9. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.
   i. All financial documents and records are subject to audit per request of the City.
   ii. Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City are permitted. The City has first right of refusal.

Commented [JZ4]: Not previously listed. Added to protect City.

Commented [JZ5]: Identified the formal approval process

Commented [JZ6]: Item only listed in baseball and Softball

Commented [JZ7]: This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

Commented [JZ8]: Recommended organization priority usage list

Commented [JZ9]: Will be managed by P&R department.

Commented [SS10]: March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

Commented [JZ11R10]: Due to challenges regulating these percentages; this item was removed

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Commented [JZ12]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.

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~~9.~~10. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational and non-recreational tournaments at City facilities per City ordinance.

~~10.~~11. Annually, The Organization must submit with the annual agreement renewal either of the following:

i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of $5,000. Capital improvements may consist of, but are not limited to:
   a. Fence repairs
   b. Irrigation repairs and installation
   c. Field grading work
   d. Concession stand infrastructure
   e. Field light repairs and installation
   f. Other items related to sports field improvements

ii. A payment in the amount of $5,000 for future projects at the Organizations designated facility.
   a. Funds will be held in a designated City of Deer Park account.
   b. It is recommended that funds are used prior to reaching an account balance of $50,000.
   c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.

~~11.~~12. Should the Organization choose to submit an In Lieu of project or payment exceeding the $5,000 minimum; the following terms would apply:

i. The difference of the minimum amount can be applied to the following year's agreement.

ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of $50,000. Three (3) consecutive years begins at initial deferred payment.
   a. The specific capital project must be recommended by the Parks and Recreation Commission and presented and approved by City Council at initial deferment.

~~12.~~13. No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

~~13.~~14. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.

~~14.~~15. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.

i. The City of Deer Park reserve the right to regulate field usage at any time.

~~15.~~16. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.

Commented [JZ13]: Staff believes this will meet the leagues short expectations of Capital Improvement items.

Commented [JZ14]: New in Lieu of flat fee structure for review

Commented [JZ15]: Capital projects will be put through the standard formal City process for construction.

Commented [JZ16]: P&R has a formal rental process in place

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~~16.~~17. All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

D. Obligation of the City

1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome athletic activities.
2. To ensure the Organization has first rights of refusal.
3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
4. To approve advertising permitted at athletic facilities.
5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendars days and will provide the Organization with a minimum of two week's written notice.
   ~~4.~~i. In the event of an emergency maintenance, the City may close the fields with less than two week's written notice to the Organization.

~~5.~~6. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
   a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
   b. Maintain all, fences, bleachers and gates in a safe and secure condition.
   c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
   d. Make major plumbing repairs for restrooms, sinks, urinals and commodes as deemed necessary by the Department.
   e. Make major electrical and air conditioning unit repairs as deemed necessary by the Department.
   f. Paint all structures as deemed necessary by the Department.
   g. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
      a. Attempt to maintain at least 75% of the potential lighting for field or pole during regularly scheduled season.
      b. The Department will maintain lighting schedules for facilities with automatic lighting system.
   h. The Organization will appoint three officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year. Maintain all field irrigation system(s).
      a. Watering schedules are managed and authorized by the Department.
      b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
   i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

Commented [JZ17]: For reference to the SOUA

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Commented [JZ18]: At times, maintenance may be required to keep fields at playing standards and may take several days to complete maintenance.

Commented [JZ19]: Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

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~~6.~~7. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.

ii. Department mowing routines allow for surrounding grounds mowing once every other week.

iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.

iv. If any organization wants a more frequent mowing routine, it becomes their responsibility.

a. The Organization must receive prior approval before beginning additional mowing.

b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.

v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.

~~7.~~8. Furnish trash receptacles and trash liners.

i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.

~~8.~~9. Clean and stock restrooms.

i. Daily, Monday through Friday, during regularly scheduled season.

ii. Saturdays and Sundays when deemed necessary by the Department.

iii. Once weekly during off-season.

~~9.~~10. Maintain all parking areas.

~~10.~~11. Provide utility services for facilities including electrical, water and sewer where required.

~~11.~~12. The City will supply support poles and an electrical source for scoreboards.

i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.

~~12.~~13. The City retains the right and privilege to enter and inspect all buildings and premises at any time.

~~13.~~14. The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

~~14.~~15. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

~~15.~~16. The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.

i. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.

~~16.~~17. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~17.~~18. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

Commented [JZ20]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

E. Obligation of Youth Sports Organization

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1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
    i. Recreational league games
    ii. League sponsored tournaments
    iii. Select league games
    iv. Select tournaments
    v. Third party usage
3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of participants, including the number of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1st , April 1st, July 1st, October 1st).
7. The Organization agrees NOT to expand schedules, length of league play, number of tournaments nor add seasons without prior written approval from the City.

~~6.~~8. Usage of facilities from November 1 through January 30 may result in a breach of contract.

~~7.~~9. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million ($1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.

~~8.~~10. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.

~~9.~~11. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
    i. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

~~10.~~12. Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.

Commented [JZ21]: The P&R department will be able to regulate this number more efficiently.

Commented [JZ22]: The P&R department has designated these months at maintenance months. Permission must be obtain for usage during this time. SOFTBALL has asked for a FEBRUARY extension.

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~~11.~~13. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.

~~12.~~14. The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings.

~~13.~~15. During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.

i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.

ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.

a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.

b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.

iii. The Organization may sublet its concessions based on the following conditions:

a. Receive written permission to sublet concessions from the Department.

b. Concession contractor will be required to acquire a vendor permit from the Department.

~~14.~~16. The Organization will be responsible for all game preparations of fields.

i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.

~~15.~~17. The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufactures instructions.

18. At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.

i. The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.

~~16.~~ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.

Commented [JZ23]: Health code requirements are extensive and strictly enforced

Commented [JZ24]: Internal form that may be used at P&R discretion.

Commented [JZ25]: Inlcude in softball and baseball. Remove from soccer.

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~~17.~~19. The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.

~~18.~~20. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. The Department, before installation, shall approve signs including installation materials and methods.

~~19.~~21. The Organization shall:

i. Prohibit its coaches and players from hitting balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.

ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.

iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half-full. Trash bags are to be placed in dumpsters located at each City owned facility.

iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion, the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.

a. Prepped fields are defined as Game-Ready, which includes infields dragged, batter boxes chalked, foul lines chalked and bases placed in their proper locations.

b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.

c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.

v. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions. Do all watering of fields as needed and allowed by the Department.

vi. Supply all scoreboards and maintain all boards including bulb replacement.

vii. Keep buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.

viii. Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.

Commented [JZ26]: For safety purpose and for code purposes, this was revised to meet City standards

Commented [JZ27]: Include in softball and baseball. Remove from Soccer.

Commented [JZ28R27]: The City will close fields for maintenance purposes of defer to the P&R rain out policy.

Commented [JZ29]: Include in softball and baseball. Remove from soccer.

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~~20.~~22. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

~~21.~~23. The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.

~~22.~~24. The Organization shall have an official inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.

~~23.~~25. The Organization shall have a written "emergency situation" plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.

i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.

ii. The Organization shall make "emergency situation" response information available to any out of town teams playing in league play, league tournaments or post-season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.

~~24.~~26. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

~~25.~~27. The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization's responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.

~~26.~~28. The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

i. The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.

~~27.~~29. The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~28.~~30. The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :

~~29.~~31. The Organization should utilize the following recommendations in the event of severe weather:

i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.

ii. Have a means of monitoring local weather forecasts and warnings.

iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.

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iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.

v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

F. Tournaments

1. The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and whom any and all net proceeds benefit.
2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning February~~March~~ 1 – October 31 of each year.
3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

G. **Third party usage**

1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement.
2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
   a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
   ~~a.~~b. The Organization who has entered into this agreement with the City may not authorize the usage of the facilities to Third Party Users or Organizations without the expressed written consent from the City.
3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
4. Facilities for tournaments are available for rental beginning March 1 – October 31 of each year.
   ~~3.~~i. Usage of facilities from November 1 through January 30 may result in breach of contract.
~~4.~~5. The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.
~~5.~~6. Concession operations will remain with the Organization or as authorized through this agreement.
   i. Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
   ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.

Commented [JZ30]: Staff is requesting more detailed information to better meet the demands for maintenance purposes

Commented [SS31]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ32]: We have addressed this with a flat fee that encumbers all organizational annual usage fees

Commented [JZ33]: P&R has addressed field usage from third party users via a formal rental process.

Commented [JZ34]: Added to assist with the regulation of the contract.

Commented [SS35]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ36]: Softball has asked for an extension

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~~6.~~7. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

~~7.~~8. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.

~~8.~~9. The City may allow third party users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.

i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.

~~9.~~10. The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.

11. Payments: The City will receive from the third party renter payment prior to usage.

12. Field Rental Costs (RESIDENTS/NON-TOURNAMENT USAGE):

Field Usage: $25 for 2 hours

Tournament usage: $25 per hour per field

Deposit: $250

Field Lights: $10 hour per field

13. Field Rental Costs (NON-RESIDENT USAGE):

Field Usage: $50 for 2 hours

Deposit: $250

Field Lights: $10 hour per field

14. Field Rental Costs (THIRD PARTY TOURNAMENT USAGE):

Field Usage: $250 per field per day

Tournament deposit: $500

Field Lights: $10 hour per field

~~Field Rental Costs:~~

~~**Field Usage:** $25 for 2 hours~~

~~**Tournament usage:** $25 per hour per field~~

~~**Tournament deposit:** $500~~

~~**Field Lights:** $10 hour per field~~

~~10.~~

H. Rain-out Policy

1. Organization must abide by the City adopted Rainout Policy dated August 1, 2016 (Exhibit A).

I. Default

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

Commented [SS37]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ38]: Current P&R policy

Commented [JZ39]: There is an existing P&R field rental policy in place.

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Commented [JZ40]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ41]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ42]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ43]: Recommendation from the PARC at the November 5, 2018 meeting.

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Commented [JZ44]: Fee schedule added that is consistent with the current P&R department field rental fees.

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Commented [JZ45]: Formal Default policy established and added to contract

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i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.

ii. Written notice of non-compliance from the Parks and Recreation Department.

iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.

iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.

v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.

vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.

vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.
7. Signed copy of Lease Agreement for each athletic complex associated with this agreement.

Facility Usage

The following facilities will be used for this contractual agreement:

1. ~~Five~~ Six (~~5~~6) fields located at ~~Minchen~~Girls Softball ~~Athletic~~ Complex (upon completion)
   ~~The Concession/Restroom building~~
   ~~Maintenance/Storage buildings located at Minchen Athletic Complex~~
2. Batting cages located at ~~Minchen Athletic~~ Girls Softball Complex
   ~~Six (6) fields located at Spencerview Athletic Complex~~
3. The Concession/Restroom/Meeting room building
4. Maintenance/Storage buildings located at ~~Spencerview Athletci~~Girls Softball Complex
5. Three (3) Softball fields located at the Adult Sports Complex (If needed and with written approval from Parks and Recreation Department)
   ~~Batting cages located at Spencerview Athletic Complex~~
   ~~Three (3) baseball fields located at Dow Park.~~
   ~~The Concession stand and two(2) storage buildings at Dow Park.~~
   ~~6. Batting cages located at Dow Park.~~

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In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with:_____ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas _____ located in _____ in said city. This agreement shall be effective from January 1, 20 ___ through December 31, 20__ but may be sooner.

Signed in duplicate, this _____ day of _____ 20___.

Authorized organization:

Name: _____

Signature: _____

Park Board Chairman:

Name: _____

Signature: _____

Parks and Recreation Department Director

Name:_____

Signature: _____

City of Deer Park Mayor

Name: _____

Signature: _____

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EXHIBIT A

Deer Park Athletic Field

Rain-out Policy

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call 281-478-2099 for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: www.deerparktx.gov/athletics for status updates. City of Deer Park staff will work

with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

City of Deer Park Athletic Sports Complexes - Determining Field Playability

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

Additional reasons for cancelling games:

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30-minute delay, with subsequent strikes re-setting the 30-minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

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EXHIBIT B

Glossary of Terms

Commented [JZ46]: We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

1. **Recognized Organization –** A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
    a. Established structure
    b. Recommendation from Parks and Recreation Commission
    c. Approval from City Council
2. **Sports Organization Utilization Agreement-** An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. **Recreation(al) Play:** An interclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.

Commented [JZ47]: Is this the correct term?

4. **Non-Recreation (al) Play:** Teams and Tournaments that do not meet the established criteria of "Glossary of Terms, Item 3" are to be considered non-recreation(al).
5. **First Right of Refusal –** a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage -** A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission -** Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
8. **Capital Improvement Project -** A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

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