CITY OF DEER PARK
JUNE 05, 2018 - 6:30 PM
CITY COUNCIL WORKSHOP - FINAL

DEER PARK
Southplace of Texas

COUNCIL CHAMBERS 710 E SAN AUGUSTINE DEER PARK, TX 77536

Sherry Garrison, Council Position 1 Thane Harrison, Council Position 2 Tommy Ginn, Council Position 3

James Stokes, City Manager Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Bill Patterson, Council Position 4 Ron Martin, Council Position 5 Rae A. Sinor, Council Position 6

Shannon Bennett, TRMC, City Secretary
Jim Fox, City Attorney

### **CALL TO ORDER**

1. Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s):

EXS 18-008

a. Consultation with City Attorney - (551.071) Potential Litigation.

**Recommended Action:** No action will occur. Discussion only in Executive Session.

**Department:** City Manager's Office

Presentation Video and Discussion of the New City Hall Building.

PRE 18-015

**3.** Discussion of issues relating to the Sports Organization Utilization Agreement.

DIS 18-067

Recommended Action: Discussion only

Attachments: Sports Organization Utilization Agreement -Draft-CLEAN- BASEBALL53018

Sports Organization Utilization Agreement -Draft-CLEAN-SOCCER53018

Sports Organization Utilization Agreement -Draft-CLEAN- SOFTBALL53018

Sports Organization Utilization Agreement -Draft-REDLINE - BASEBALL42518

Sports Organization Utilization Agreement -Draft-REDLINE -Soccer42518

Sports Organization Utilization Agreement -Draft-REDLINE - SOFTBALL42518

I. Discussion of issues relating to the Soccer RFP process and selections.

DIS 18-066

Recommended Action: Discussion only

Attachments: DPSFC - FINAL Proposal for Soccer Program Services- 04-23-2018

**DPSFC** - Board

#### **ADJOURN**

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board June 1, 2018

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281.478.7248 for further information.

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.



## Legislation Details (With Text)

File #: EXS 18-008 Version: 1 Name:

Type: Executive Session Status: Agenda Ready

File created: 5/25/2018 In control: City Council Workshop

On agenda: 6/5/2018 Final action:

Title: Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) V.A.T.S., and the Open

Meetings Act, the Council may adjourn to an Executive Session related to following item(s):

a. Consultation with City Attorney - (551.071) Potential Litigation.

Sponsors: City Manager's Office

Indexes:

**Code sections:** 

Attachments:

Date	Ver.	Action By	Action	Result
6/5/2018	1	City Council Workshop		

Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s):

a. Consultation with City Attorney - (551.071) Potential Litigation.

Summary:

The City Council will adjourn into Executive Session to discuss with the City Attorney potential litigation.

Fiscal/Budgetary Impact:

n/a

No action will occur. Discussion only in Executive Session.





## Legislation Details (With Text)

File #: PRE 18-015 Version: 1 Name:

Type: Presentation Status: Agenda Ready

File created: 5/24/2018 In control: City Council Workshop

On agenda: 6/5/2018 Final action:

Title: Presentation Video and Discussion of the New City Hall Building.

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Presentation Video and Discussion of the New City Hall Building.

Summary: Staff moved into the New City Hall building on May 18-21 and opened for business on May 22. With construction of the New City Hall complete, the city has positioned itself to potentially revolutionize the way it conducts its operations and the way it brings services and communications to its citizens and visitors. The new building creates a more collaborative and productive workplace, making the new environment more livable, workable, and sustainable. The new building has instilled a new sense of pride in all staff and the community.



## Legislation Details (With Text)

File #: DIS 18-067 Version: 1 Name:

Type: Discussion Status: Agenda Ready

File created: 5/17/2018 In control: City Council Workshop

On agenda: 6/5/2018 Final action:

Title: Discussion of issues relating to the Sports Organization Utilization Agreement.

Sponsors:

Indexes:

**Code sections:** 

Attachments: Sports Organization Utilization Agreement -Draft-CLEAN- BASEBALL53018

Sports Organization Utilization Agreement -Draft-CLEAN-SOCCER53018
Sports Organization Utilization Agreement -Draft-CLEAN- SOFTBALL53018
Sports Organization Utilization Agreement -Draft-REDLINE - BASEBALL42518
Sports Organization Utilization Agreement -Draft-REDLINE -Soccer42518

Sports Organization Utilization Agreement -Draft-REDLINE - SOFTBALL42518

Date	Ver.	Action By	Action	Result
6/5/2010	4	City Caynail Markahan		

6/5/2018 1 City Council Workshop

Discussion of issues relating to the Sports Organization Utilization Agreement.

Discussion and review of the Sports Organization Utilization Agreement contract document forms. Attached are redline and revised Sports Organization Utilization Agreement Forms for soccer, baseball and girls' softball.

None

Discussion only



# Parks and Recreation Department

# **Sport Organization Utilization Agreement**

### Baseball

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.

### 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.

#### 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 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.
  - 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. 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.
- 9. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.
- 10. 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. 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. 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. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 14. 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. 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.
- 16. 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 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.

- 6. 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. Furnish trash receptacles and trash liners.
  - i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 8. 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. Maintain all parking areas.
- 10. Provide utility services for facilities including electrical, water and sewer where required.
- 11. 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. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 13. 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. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 15. 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. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- 17. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

### E. Obligation of Youth Sports Organization

- 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 31<sup>st</sup> 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).
- 7. 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. 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. 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. 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.

- 11. 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. 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. 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.
  - 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. 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. 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.
- 16. 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.
- 17. 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. 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. 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.
- 20. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

- 21. 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. 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. 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.
  - 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. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- 25. 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. 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. 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. The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :
- 29. 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.

- 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

- 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 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.
- 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. 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. Concession operations will remain with the Organization or as authorized through this agreement.
  - 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.
- 6. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

- 7. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 8. 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. 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.
- 10. Payments: The City will receive from the third party renter payment prior to usage.

### 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:
  - 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.

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 conditions, that certain tract(s) of land in the City of Deer Park,	-
The City of Deer Park, Texassaid city. This agreement shall be effective from January 1, 20 _	located in in in through December 31, 20 but may be sooner.
Signed in duplicate, this day of	_ 20
Authorized organization:	Parks and Recreation Department Director
Name:	Name:
Signature:	Signature:
Park Board Chairman:	City of Deer Park Mayor
Name:	Name:
Signature:	Signature:

### **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.

#### **EXHIBIT B**

### **Glossary of Terms**

- 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.
- 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.



# Parks and Recreation Department

# **Sport Organization Utilization Agreement**

### Soccer

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 organization on a yearly basis depending on the registration numbers and needs.

#### 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.

### B. Option to renew

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

- i. Copy of approved current constitution and by-laws for Organization.
- ii. List of current Organization officers and board members with addresses, phone numbers, and email.
- iii. Proposed Organization schedule of events.
- iv. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.
- 4. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year
- 5. Approval by the City Council in December of each year.

### C. General Agreements

- 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. City facility usage for soccer is approved for utilization within the Sports Organization Utilization Agreement.
- 3. It is suggested that the Organization prioritize usage of the fields in the following manner:
  - i. Recreational league games
  - ii. Select league games
  - iii. League sponsored tournaments
  - iv. Select tournaments
  - v. Third party usage
- 4. 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.
- 5. 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.
- All persons 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.
  - 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.
- 7. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.
- 8. 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.
- 9. 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 presented and approved by City Council at initial deferment.
- 10. 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.
- 11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 12. 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.
- 13. 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.
- 14. 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 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 goals, 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, electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
    - e. Paint all structures as deemed necessary by the Department.
    - f. 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 (based on bulbs per field) during regularly scheduled season.
      - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
    - g. The Organization will appoint three (3) 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.
      - The Department reserves the right to restrict watering schedules if conditions deem it necessary.
    - h. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.
- 6. 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.
  - 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. Furnish trash receptacles and trash liners.
  - Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 8. 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. Maintain all parking areas.
- 10. Provide utility services for facilities including electrical, water and sewer where required.
- 11. 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. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 13. 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. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 15. 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.
  - All maintenance and repair requests will be addressed in priority order by the Department, to the best of our ability, within 15 business days of written receipt of request.
- 16. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marguees, website and Face book page.
- 17. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

### E. Obligation of Youth Sports Organization

- 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. Select league games

- iii. League sponsored tournaments
- iv. Select tournaments
- v. Third party usage
- 3. The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of 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 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. 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. 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. 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.
- 11. 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. 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. 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.
  - 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. 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. 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.
- 16. 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.
- 17. The Organization shall:
  - i. Prohibit its coaches and players from kicking 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.
- v. Supply all scoreboards and maintain all boards including bulb replacement.
- vi. 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.
- vii. Maintain the premises in a safe and aesthetic manner
- 18. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- 19. 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.
- 20. 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.
- 21. 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.
  - 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.
- 22. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
  - i. 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.

- 23. 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.
- 24. 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.
- 25. The Organization is authorized to use a City facility location, dependent on availability, and facility availability:
- 26. The Organization should utilize the following recommendations in the event of severe weather:
  - 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.
  - 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 who any and all net proceeds benefit.
- 2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning 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 Department 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.
- 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. 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. Concession operations will remain with the Organization or as authorized through this agreement.
  - 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.
- 6. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- 7. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 8. 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. 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.
- 10. Payments: The City will receive from the third party renter payment prior to usage.

### H. Rain-out Policy

1. Organization must abide by the City adopted Rain-out 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:
  - 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.

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 agree	ement with:		for the
sole purpose of playing games and/oconditions, that certain tract(s) of land		,	greement, terms and
The City of Deer Park, Texas		located in	in
said city. This agreement shall be effe	ective from January 1, 20 _	through December 31, 20_	_ but may be sooner.
Signed in duplicate, this day	y of	_ 20	

Authorized organization:	Parks and Recreation Department Director
Name:	Name:
Signature:	Signature:
Park Board Chairman:	City of Deer Park Mayor
Name:	Name:
Signature:	Signature:

### **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.



#### **EXHIBIT B**

### **Glossary of Terms**

- 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.
- 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.



# Parks and Recreation Department

## **Sport Organization Utilization Agreement**

### 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.

### 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.

#### 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 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

- 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.
  - 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. 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.
- 9. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.
- 10. 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. 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. 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. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 14. 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. 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.
- 16. 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 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.

- 6. 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. Furnish trash receptacles and trash liners.
  - i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 8. 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. Maintain all parking areas.
- 10. Provide utility services for facilities including electrical, water and sewer where required.
- 11. 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. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 13. 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. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 15. 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. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- 17. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

## E. Obligation of Youth Sports Organization

- 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 31<sup>st</sup> 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).
- 7. 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. 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. 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. 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.

- 11. 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. 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. 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.
  - 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. 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. 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.
- 16. 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.
- 17. 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. 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. 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.
- 20. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

- 21. 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. 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. 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.
  - 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. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- 25. 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. The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
  - The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.
- 27. 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. The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :
- 29. The Organization should utilize the following recommendations in the event of severe weather:
  - 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.

- 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 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.
- 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. 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. Concession operations will remain with the Organization or as authorized through this agreement.
  - 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.
- 6. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

- 7. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 8. 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. 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.
- 10. Payments: The City will receive from the third party renter payment prior to usage.

## 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:
  - 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.

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:sole purpose of playing games and/or tournaments and related conditions, that certain tract(s) of land in the City of Deer Park,	d activities upon the above agreement, terms and
The City of Deer Park, Texassaid city. This agreement shall be effective from January 1, 20	
Signed in duplicate, this day of	_20
Authorized organization:	Parks and Recreation Department Director
Name:	Name:
Signature:	Signature:
Park Board Chairman:	City of Deer Park Mayor
Name:	Name:
Signature:	Signature:

## **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.

#### **EXHIBIT B**

## **Glossary of Terms**

- 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.
- 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.



# City of Deer Park

## Parks and Recreation Department

## Sport Organization Utilization Agreement

## Baseball

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 sponsored 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 reserves the right to make field assignments enters into that greements that will best serve the citizens athletes of the city. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the recreational registration numbers participation and needs.

#### A. Definition:

- Recreation(al) Team(s): To qualify as a recreational team the following requirements must be met:
- a. Team(s) must be associated with the Organization which has an agreement with the City for that particular
- All league team(s) must play a portion of the league games within the City assigned complex(es) for the Organization.
- c. In addition to the above criteria, one (1) of the following requirements must be met:
- Teams must adhere to the Organization's National Sports Association rules and guidelines for recreation for all Teams; or
- b. Organization sponsored practices and trainings for team(s) must be coached and trained by volunteer coach(es)/trainer(s)/instructor(s) and one of the following requirements must be met as well:
- i. Team(s) must be drafted each season with no more than forty percent (40%) of team participants being able to be held by the Team.

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

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Commented [SS2]: Quest would not be able to meet requirement until 2018 when new complex is built. A waiver would need to be granted to Quest by the City until that time.

There is no guarantee that any games could be played in Deer Park.

March 6, 2017, PARC agreed they would be good with the waiver to allow them to wait until after the new complex is built and give Quest time to work with their organization to host games locally.

Commented [SS3]: March 6, 2017, PARC agreed they would need to see the National rules and guidelines for recreational before they could make a recommendation.

Team(s) must have less than forty percent (40%) of team participants actively participating on a nonrecreational team. Recreation(al) Tournament(s): To qualify as a recreational tournament the following requiren Tournament(s) must be associated with the Organization which has an agreement with the City for that particular sport. In addition to the above criteria one (1) of the following requirements must be met as well: At least 50% of the teams participating in the tournament are recreational teams as defined above; or The Organization is host of an advanced qualifying recreational league tournament. Non Recreation(al): Teams and Tourn considered non-recreation(al). Commented [JZ4]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy 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 sixtythirty (630) 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 [SS5]: 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. C.B. Option to renew 1.—Renewal of this agreement for an additional term shall be conditioned upon the following terms: Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned 2-That a request for renewal be initiated by the signing of a new agreement by the at: 0.75" + Indent at: 1" Organization's president, with a copy of the annual report, prior to October 31st of each **Formatted** year. Formatted: Font: Bold That the Organization provided the following information annual report prior to the start i-a. Copy of approved current constitution and by-laws for Organization. Formatted ii.b. List of current Organization officers and board members with addresses, phone numbers, and email. iii.c. Proposed Organization schedule of events. —Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured. rider. Commented [JZ6]: Not previously listed. Added to protect City. 4. Seek recommendation for approval by City Council from the Parks and Recreation **Formatted** Commission in November of each year. Commented [JZ7]: Identified the formal approval process

<del>5.</del>iv.

Approval by the City Council in December of each year.

#### D.C. General Agreements

- 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.
- Use of City facilities are <u>primarily</u> for the <u>primary recreational</u> use of citizens living within the incorporated city limits <u>and/or attends a Deer Park ISD school</u>.
- 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
    - League sponsored tournaments
  - Select tournaments
  - v. Tournaments not affiliated with contracted organization Third party usage

<del>2.</del>vi.

- i-vii. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
- ii-viii. 705% of the Recreational League all Organization must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines (local).
  - a.—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.
  - No citizen living within the City limits may be turned away for a participant living outside the city limits.
  - iv. Any person(s) and/or team living outside of the established boundaries will not have priority for use of any city owned facility. This is to include league play or practice.
- 3-5. 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.
- 4. Organization shall not change any affiliation with a state or national association or change the "age grouping" of their leagues that will affect another established organization without just cause and prior approval of the Parks and Recreation Department. An Organization shall not arbitrarily change its league structure to offer "age grouping" that is already in existence in another organization or league.
- 5-6. 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.

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Commented [JZ81: Item only listed in baseball and Softball

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**Commented [JZ9]:** This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

Commented [JZ10]: Recommended organization priority usage

Commented [JZ11]: Will be managed by P&R department.

Commented [SS12]: 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 [JZ13R12]: Due to challenges regulating these percentages; this item was removed

Commented [JZ14]: This was removed to accommodate as many athletes as possible due to the ongoing structure of youth sports organizations.

The Organization will have first rights of refusal, for their designated facilities, for all activities outside of the Organizations structured use. iii. Only authorized camps or clinics authorized cosponsored by either the utilizing Organization or by the City, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal. Commented [JZ15]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement. 7. The Organization shall-WILL notNOT collect admission fees nor require the public to pay other **Formatted** charges to attend practice, games or recreational tournaments at City facilities per City ordinance. in lieu of payment of fees to the City, the Organization may, upon approval from City Council, of all receipts for the previous year's agreement's contributions must be provided to determine <u>the total funds contributed to the facilities in lieu of payment.</u> Formatted: Font: Not Bold, Not Highlight 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 Formatted amount of \$5,000. Capital improvements may consist of, but are not limited to: **Formatted** Fence repairs b. Irrigation repairs and installation Field grading work d. Concession stand infrastructure e. Field light repairs and installation Other items related to sports field improvements ii. A payment in the amount of \$5,000 for future projects at the Organizations designated Formatted Funds will be held in a designated City of Deer Park account. **Formatted** b. It is recommended that funds are used prior to reaching an account balance of 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. 9. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply: Commented [JZ16]: Staff believes this will meet the leagues i. The difference of the minimum amount can be applied to the following year's agreement. **Formatted** 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. 7-a. The specific capital project must be recommended by the Parks and Recreation **Formatted** Commission -presented and approved by City Council at initial deferment. Commented [JZ17]: New in Lieu of flat fee structure for review 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 Page 4

the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

- P-11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 12. The Organization will not allow any other organization, association or group to use the facility without prior written approval of the Parks and Recreation Department.
  - 10.i. The City of Deer Park reserve the right to regulate field usage at any time.
    - i. For profit organizations or associations are eligible to use City facilities, only with written authorization from the Parks and Recreation Department. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities.
    - ii. City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.
- 41.13. 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.
- 42.14. 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.

#### E.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 <u>athletic recreational</u> activities.
- 2.—To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.
- Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.
  - Other priority users include persons living within the Deer Park Independent School District boundary lines.
- 4-2. To ensure the Organization has first rights of refusal, for their designated facilities, for all activities outside of the Organization's structured use.
- 5.3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
- 6.4. To approve advertising permitted at athletic facilities.
- 7. The Department is obligated to manage all City facility usage.
- 8.5. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:
  - Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the recreational league season and as deemed necessary by the Department.
    - Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
    - b. Maintain all goals, fences, bleachers and gates in a safe and secure condition.

**Commented [JZ18]:** Capital projects will be put through the standard formal City process for construction.

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Commented [JZ19]: P&R has a formal rental process in place

Commented [JZ20]: For reference to the SOUA

- 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.
- d.e. Make major electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
- e.f. Paint all structures as deemed necessary by the Department.
- fig. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
  - 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.
    - All additional lighting changes, outside of regular schedule, will be performed within 3 business days of receipt of written request. The Organization will appoint 3 officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible form notifying the City of permission changes throughout the year.
- g.h. Maintain all field irrigation system(s).
  - a. Watering schedules are managed and authorized by the Department.
  - The Department reserves the right to restrict watering schedules if conditions deem it necessary.
- hi. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.
- 9.6. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.
  - Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
  - Department mowing routines allow for surrounding grounds mowing once every other week.
  - Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
  - $iv. \quad \text{If any organization wants a more frequent mowing routine it becomes their responsibility}.\\$ 
    - The Organization must receive prior written 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.
- 10.7. Furnish trash receptacles and trash liners.

**Commented [JZ21]:** Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

- Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 11.8. 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.
- 42.9. Maintain all parking areas.
- Provide utility services for facilities including electrical, water and sewer where required.
- 14.11. 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.
- <u>15.12.</u> The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 16.13. The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- 17.14. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 18.15. 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.
  - All maintenance and repair requests will be addressed in priority order by t<u>T</u>he
    Department, to the best of our ability, <u>will address all maintenance and repair requests</u>
    in priority order, <u>within 15 business days of written receipt of request.</u>
- 19.16. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face-book page.
- The City is obligated to provide a facility location, dependent on availability, upon written request at least three (3) weeks in advance, for the following: with advanced notice, depending on facility and purpose of usage.
  - 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
  - ii.—Additional time needed is subject to normal rental fees.

#### F.E. Obligation of Youth Sports Organization

- 1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome recreational athletic activities.
- 2.—Utilize City facilities for the primary use of citizens living within the incorporated city limits.
- Other priority users include persons living within the Deer Park Independent School District
  boundary lines. 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

Commented [JZ22]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

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#### iv. Select tournaments

v. Tournaments not affiliated with contracted organization Third party usage

- 3. The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of recreational and non-recreational participants, including the number a breakdown 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.
- 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 practices, games, tournaments, camps and recreation
  league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
- 7. 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. 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. 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 at least thirty (30) days-posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date. One non-voting position on the board shall be reserved for the Department liaison or their designated representative.
  - i. The Organization shall provide public notice of all Board of Directors meetings as prescribed by their by laws. This is to include (72) hours written notice going to the Department and posted in plain view on the Organization information board.
  - ii.i.\_All regular board meetings shall be open to the public.
  - ##-ji. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 10. 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 [JZ23]:** The P&R department will be able to regulate this number more efficiently.

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- 11. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, inclusive of but not limited to, playing fields, dugouts, bleachers, concession stands, restrooms, parking lots and any commons area, 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. 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. Used cigarettes and other tobacco remains are to be deposited in the receptacles provided in these designated use areas.
- 13. 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.
  - 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. <u>Dependent upon the issue, i</u>t shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
    - 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.
      - i. The Department reserves first right of refusal for concession contractor.
    - b. Concession contractor will be required to acquire a vendor permit from the Department.
- 14. 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. 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.
- 16. 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.

Commented [JZ24]: Health code requirements are extensive and strictly enforced

**Commented [JZ25]:** Internal form that may be used at P&R discretion.

**Commented [JZ26]:** Inlcude in softball and baseball. Remove from soccer.

- 17. 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.—Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following business day.
  - ii. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.
- 18. 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. Signs, including installation materials and methods, shall be approved by the Department before installation. The Department, before installation, shall approve signs including installation materials and methods.
- 19. The Organization shall:
  - i. Prohibit its coaches and players from hitting or kicking 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.
    - d. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions
  - v. Do all minor plumbing repairs to sinks, drains, etc.
  - vi.v.\_ Do all watering of infields and outfields fields as needed and allowed by the Department.
  - vii.vi. Supply all scoreboards and maintain all boards including bulb replacement.

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**Commented [JZ27]:** For safety purpose and for code purposes, this was revised to meet City standards

**Commented [JZ28]:** For safety purpose and for code purposes, this was revised to meet City standards

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

**Commented [JZ30R29]:** The City will close fields for maintenance purposes of defer to the P&R rain out policy.

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- <u>viii.vii.</u> Keep <u>all out buildings</u> 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.
- Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.
- 20. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- 21. 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. The Organization shall have an official or assigned field coordinator inspect every field (playing surfaces) prior to the first game each day/night of league play or practice 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. 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.
  - 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.
  - iii. 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.
  - The City's Emergency Services Director will be available to assist with all plan and procedures if needed.
- 24. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- 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.
  - The Department will grant authorization for vehicle traffic for supply pick up and drop off or equipment unloading.
  - ii. Off pavement parking is allowed only in designated overflow parking areas when conditions deem it necessary.
- 25.26. The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
  - The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.

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**Commented [JZ31]:** Include in softball and baseball. Remove from soccer.

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- 26.27. 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. The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. facility availability upon written request three (3) weeks in advance, for the following:
- 29. 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.
  - 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.
  - 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.

<del>27.</del>30.

- 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
- ii. Additional time needed is subject to normal rental fees.

#### G.F. Non-Recreation-Tournaments

- 1. The Department will be notified of all non-recreational-tournaments within one (1) week after reservation has been made by the Organization and no later than two (2) weeks prior to tournament taking place. Payment must be received within 30 days after prior the tournament occurs. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.
- Organization may allow non-recreational any teams affiliated with organization or hosting entity
  to utilize facilities for tournaments beginning March 1 October 31 of each year.
  - i. If approved, facilities may be utilized outside of the scheduled use with the restrictions that: Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department.
    - Annual rye grass must be established on approved fields during requested time.
    - b. Annual rye grass must to be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."

Commented [JZ34]: Language added for safety reasons

**Commented [JZ35]:** Item to be utilized in P&R agreement only.

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**Commented [JZ36]:** Staff is requesting more detailed information to better meet the demands for maintenance purposes

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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.

- 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.
- 6. Payments: The City will receive from the Organization either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.
  - i. The non-recreational team or entity hosting the tournament, game(s) or practice(s) will pay the Organization:
    - a. \$150 per field, per day and/or
      - a. \$25 per field for the first 2 hour time slot and
      - b. \$12.50 for each additional hour thereafter and if required
    - o. \$10 per hour, per field for lights.
  - i. Organization will pay the Department:
    - a. \$50 per field, per day and/or
      - a. \$12.50 per field for the first 2 hour practice or game and
      - b. \$6.25 for each additional hour thereafter and if required
    - b. \$10 per hour, per field for lights.
  - iii.i. In lieu of payment of fees to the City, the Organization may, upon approval from City
    Council, make an improvement to a City of Deer Park athletic facility used by the
    organization. The proposal for said improvement to the facility in lieu of payment must
    be submitted in writing with the formal request for renewal of this agreement as outlined
    in Sections C.F. In addition, copies of all receipts for the previous year's agreement's
    contributions must be provided to determine the total funds contributed to the facilities
    in lieu of payment.

## H. Non Recreation Teams Third party usage

- 6. Use of any City facility is restricted to Organization's that are members of and/or affiliated with a <u>City Council approved Sports Organization Utilization Agreement.</u> <u>Department approved established state or national association organization.</u>
- 4-7. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
  - Such registration must comply with all rules of the association/organization and any state or national governing body.
  - Select teams must register and submit the following annual registration with the Department in order to gain access to the fields.

Commented [JZ38]:

Commented [JZ39R38]: Move this to general conditions and designate \$\$\$ how much

**Commented [JZ40]:** We have addressed this with a flat fee that encumbers all organizational annual usage fees

**Commented [JZ41]:** P&R has addressed field usage from third party users via a formal rental process.

a. All non-recreational 3<sup>rd</sup> party teams usage must carry general liability insurance with limits no less than one (1) million dollars. A copy of the policy must be on file with the Board of Directors of the Organization and

b.a. A copy of the completed select team registration form.

- 2-8. Recreational The Organizations regular league play, practices and associated events take priority and precedence over all all third party non-recreational team play, practices, games, tournaments and associated events.
- 3-9. 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.
- 10. 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.
  - 4-ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 5-11. The Organization Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- 6-12. All policies and regulations that apply to the Organization listed in the lease agreement apply to all-select teams.
- 7-13. Organization—The City may allow third party non recreational teams—users to utilize facilities for practices, games and tournaments beginning March 1 October 31 of each year.
  - i.—If approved <u>by the Parks and Recreation Department</u>, facilities may be utilized outside of the scheduled use, <u>with the restrictions</u>, <u>that:</u>
  - a. Annual rye grass must be established on approved fields during requested time.
  - b-i. Annual rye grass must be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."
- 8.14. The Department will receive notification of non recreational teamthird 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.
- 9.—Payments: The City will receive from the Organizationthird party renter payment prior to usage either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.
- Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1-December 31).
- a. Organization will pay the Department \$100 per non-recreational team registered and provide a list of non-recreational teams registered through the Organization.
- b. The Department will maintain a city wide non-recreational team master list.
- ii.—The non-recreational team will pay for games and practices:—

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Commented [SS42]: Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is domant.

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.

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Commented [JZ43]: Current P&R policy

**Commented [JZ44]:** There is an existing P&R field rental policy in place.

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- a. Non recreational teams will pay the Organization:
- i. \$25 per field for the first 2 hour practice or game and
- ii. \$12.50 for each additional hour thereafter and if applicable
- iii. \$10 per hour, per field for lights.
- b. Organization will pay the Department:
- . \$12.50 per field for the first 2 hour practice or game and
- ii. \$6.25 for each additional hour thereafter and if applicable
- iii.15. \$10 per hour, per field for lights.
  - iii. Payment for non-recreational team usage of facilities must be received by the Department no later than the 15<sup>th</sup> of each month for the proceeding month's non-recreational team usage.
  - iv. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C.F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.

#### LG. Rain-out Policy

1. Organization must abide by the City adopted Rain-out 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:

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.
- <u>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.</u>
- 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.

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

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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.

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 relate	d 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 ir
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:	Parks and Recreation Department Director
Name:	Name:
Signature:	Signature:
Park Board Chairman:	City of Deer Park Mayor
Name:	Name:
Signature:	Signature:

## **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 281-478-2099,7275(PARK) 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)

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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:

- 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.

### **EXHIBIT B**

## **Glossary of Terms**

- 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
- Youth-Sports Organization Utilization Agreement- An agreement to establish a mutual understanding and working relationship between various organizations and the City.

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

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Commented [JZ47]: Is this the correct term?

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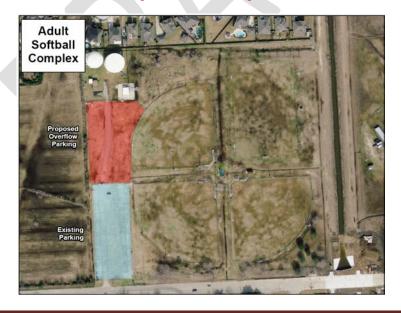
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- 3. Recreation(al) Play: An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
- 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.
- Recreation League Teams
- Select League Teams
- League Sponsored Tournaments
- Select Tournaments
- Capital Improvement Projects A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

#### **Designated Overflow Parking Areas**



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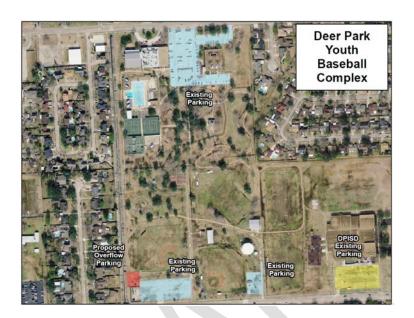
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# City of Deer Park

# Parks and Recreation Department

# Sport Organization Utilization Agreement

# Soccer

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 sponsored 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 reserves the right to make field assignments enters into agreements that will best serve the citizens athletes of the city. Any and all fields can be assigned or reassigned to use by any organization on a yearly basis depending on the recreational registration numbers and needs.

#### A. Definition:

- Recreation(al) Team(s): To qualify as a recreational team the following requirements must be met:
- a. Team(s) must be associated with the Organization which has an agreement with the City for that particular
- All league team(s) must play a portion of the league games within the City assigned complex(es) for the Organization.
- c. In addition to the above criteria, one (1) of the following requirements must be met:
- Teams must adhere to the Organization's National Sports Association rules and guidelines for recreation for all Teams; or
- b. Organization sponsored practices and trainings for team(s) must be coached and trained by volunteer coach(es)/trainer(s)/instructor(s) and one of the following requirements must be met as well:
- i. Team(s) must be drafted each season with no more than forty percent (40%) of team participants being able to be held by the Team.

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

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Commented [SS2]: Quest would not be able to meet requirement until 2018 when new complex is built. A waiver woul need to be granted to Quest by the City until that time.

There is no guarantee that any games could be played in Deer Park.

March 6, 2017, PARC agreed they would be good with the waiver to allow them to wait until after the new complex is built and give Quest time to work with their organization to host games locally.

Commented [SS3]: March 6, 2017, PARC agreed they would need to see the National rules and guidelines for recreational before they could make a recommendation.

- Team(s) must have less than forty percent (40%) of team participants actively participating on a non-recreational team.
- ii. Recreation(al) Tournament(s): To qualify as a recreational tournament the following requirements must
- Tournament(s) must be associated with the Organization which has an agreement with the City for that
  particular sport.
- b. In addition to the above criteria one (1) of the following requirements must be met as well:
- a. At least 50% of the teams participating in the tournament are recreational teams as defined above; or
- b. The Organization is host of an advanced qualifying recreational league tournament.
- Non-Recreation(al): Teams and Tournaments that do not meet the established criteria above—are to be considered non-recreation(al).

B.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 sixtythirty (630) 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.

G.B.Option to renew

2. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the annual report, prior to October 31st of each year.

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:

- That the Organization provided the following information annual report prior to the start of the season:
  - i. Copy of approved current constitution and by-laws for Organization.
  - ii. List of current Organization officers and board members with addresses, phone numbers, and email.
  - iii. Proposed Organization schedule of events.
  - iv. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured. rider.
- Seek recommendation for approval by <u>City Council from the Parks and Recreation Commission in November of each year.</u>
- 5. Approval by the City Council in December of each year.

Commented [JZ4]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

**Commented [SS5]:** 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.

Commented [JZ6]: Not previously listed. Added to protect City.

Commented [JZ7]: Identified the formal approval process

#### D.C. General Agreements

- 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.
- Use of City facility usage ies are for soccer is approved for utilization within the Sports
   Organization Utilization Agreement, the primary recreational use of citizens living within the
   incorporated city limits.
- 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 Select league games
  - —League sponsored tournaments

iii.

League sponsored tournaments

- iv. Select tournaments
- v. Tournaments not affiliated with contracted organization Third party usage

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- i-vii. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
- ii-viii. 7570% of all OrganizationRecreational League must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines (local).
  - a.—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.
  - iii. No citizen living within the City limits may be turned away for a participant living outside the city limits.
  - iv. Any person(s) and/or team living outside of the established boundaries will not have priority for use of any city owned facility. This is to include league play or practice.
- 3-5. 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.
- 4. Organization shall not change any affiliation with a state or national association or change the "age grouping" of their leagues that will affect another established organization without just cause and prior approval of the Parks and Recreation Department. An Organization shall not arbitrarily change its league structure to offer "age grouping" that is already in existence in another organization or league.
- Organization must operate as a non-profit association, as set forth by the Internal Revenue
  - i.—All financial documents and records are subject to audit per request of the City.

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Commented [JZ8]: Item only listed in baseball and Softball

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**Commented [JZ9]:** This is only listed this order for Soccer only due to the sporting structure of soccer

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Commented [JZ10]: Recommended organization priority usage list

Commented [JZ11]: Will be managed by P&R department.

Commented [SS12]: 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

**Commented [JZ13R12]:** Due to the regional make of soccer and challenges regulating these percentages; this item was removed.

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Commented [JZ14]: Due to the Request for Proposal for Soccer services, we have opened this option to Profit and Non-profit organizations.

The Organization will have first rights of refusal, for their designated facilities, for all activities outside of the Organizations structured use. i. Only authorized camps or clinics authorized cosponsored by either the utilizing Organization or by the City, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal. Commented [JZ15]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement. 6. The Organization shall-WILL not NOT collect admission fees nor require the public to pay other **Formatted** charges to attend practice, games or recreational tournaments at City facilities per City ordinance. in lieu of payment of fees to the City, the Organization may, upon approval from City Council, of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment. Formatted: Font: Not Bold, Not Highlight 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 Formatted amount of \$5,000. Capital improvements may consist of, but are not limited to: **Formatted** Fence repairs b. Irrigation repairs and installation Field grading work d. Concession stand infrastructure e. Field light repairs and installation Other items related to sports field improvements ii. A payment in the amount of \$5,000 for future projects at the Organizations designated Formatted Funds will be held in a designated City of Deer Park account. **Formatted** b. It is recommended that funds are used prior to reaching an account balance of 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. 8. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply: Commented [JZ16]: Staff believes this will meet the leagues i. The difference of the minimum amount can be applied to the following year's agreement. **Formatted** 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. 7-a. The specific capital project must be presented and approved by City Council at **Formatted** initial deferment. Commented [JZ17]: New in Lieu of flat fee structure for review 8-9. 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.

- P-10. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 10.11. The Organization will not allow any other organization, association or group to use the facility without prior written approval of the Parks and Recreation Department.
  - i. The City of Deer Park reserve the right to regulate field usage at any time.
  - ii. For profit organizations or associations are eligible to use City facilities, only with written authorization from the Parks and Recreation Department.
- Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities.
  - ii. City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.
- 41.12. 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.
- 412.13. 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.

#### E.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 recreational activities.
- 2. To seek recommendation and approval by the Parks and Recreation Commission and City Council
- Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.
  - Other priority users include persons living within the Deer Park Independent School District boundary lines.
- 4-2. To ensure the Organization has first rights of refusal, for their designated facilities, for all activities outside of the Organization's structured use. Per the Sports Organization Utilization Agreement.
- 5.3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
- 6.4. To approve advertising permitted at athletic facilities.
- 7.—The Department is obligated to manage all City facility usage.
- 8.5. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:
  - Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the recreational league season and as deemed necessary by the Department.
    - Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.

**Commented [JZ18]:** Capital projects will be put through the standard formal City process for construction.

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Commented [JZ19]: P&R has a formal rental process in place

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- Maintain all—goalsgoals, fences, bleachers and gates in a safe and secure condition.
- 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, electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
- e. Paint all structures as deemed necessary by the Department.
- f. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
  - Attempt to maintain at least 75% of the potential lighting for field (based on bulbs per field) or pole during regularly scheduled season.
  - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
    - All additional lighting changes, outside of regular schedule, will be performed within 3 business days of receipt of written request—The Organization will appoint three (3) officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible form notifying the City of permission changes throughout the year.
- g. Maintain all field irrigation system(s).
  - a. Watering schedules are managed and authorized by the Department.
  - The Department reserves the right to restrict watering schedules if conditions deem it necessary.
- h. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.
- 9-6. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.
  - 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.
    - The Organization must receive prior written 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.

Commented [JZ21]: Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

- <u>40.7.</u> Furnish trash receptacles and trash liners.
  - Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 11.8. 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.
- <u>12.9.</u> Maintain all parking areas.
- 43-10. Provide utility services for facilities including electrical, water and sewer where required.
- 14.11. The City will supply support poles and an electrical source for scoreboards.
  - Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- 15.12. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 16.13. The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- 17.14. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 18.15. 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.
  - All maintenance and repair requests will be addressed in priority order by the Department, to the best of our ability, within 15 business days of written receipt of request.
- The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face book page.
- The City is obligated to provide a facility location, dependent on availability, upon written request at least three (3) weeks in advance, for the following: with advanced notice, depending on facility and purpose of usage.
  - 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
  - ii. Additional time needed is subject to normal rental fees.

## F.E. Obligation of Youth Sports Organization

- 1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome recreational athletic activities.
- 2. Utilize City facilities for the primary use of citizens living within the incorporated city limits.
- Other priority users include persons living within the Deer Park Independent School District boundary lines. It is suggested that the Organization prioritize usage of the fields in the following manner
  - i. Recreational league games
  - ii. Select league games

Commented [JZ22]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

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- iii. League sponsored tournaments
- iv. Select tournaments
- v. Tournaments not affiliated with contracted organization Third party usage

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- The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of recreational and non-recreational participants, including a breakdown 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 practices, games, tournaments, camps and recreation league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
- 7. 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. 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. 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 at least thirty (30) days-posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date. One non-voting position on the board shall be reserved for the Department liaison or their designated representative.
  - i. The Organization shall provide public notice of all Board of Directors meetings as prescribed by their by-laws. This is to include (72) hours written notice going to the Department and posted in plain view on the Organization information board.
  - ii.i. All regular board meetings shall be open to the public.
  - ##-ji. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 10. 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 [JZ23]:** The P&R department will be able to regulate this number more efficiently.

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- 11. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, inclusive of but not limited to, playing fields, dugouts, bleachers, concession stands, restrooms, parking lots and any commons area, 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. 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. Used cigarettes and other tobacco remains are to be deposited in the receptacles provided in these designated use areas.
- 13. 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.
  - 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. <u>Dependent upon the issue, i</u>t shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
    - 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.
      - i. The Department reserves first right of refusal for concession contractor.
    - b. Concession contractor will be required to acquire a vendor permit from the Department.
- 14. 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.
- 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.
- 16. 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.

**Commented [JZ25]:** Health code requirements are extensive and strictly enforced

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- 17.15. 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.—Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following 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.
- 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. Signs, including installation materials and methods, shall be approved by the Department before installation. The Department, before installation, shall approve signs including installation materials and methods.
- 19.17. The Organization shall:
  - i. Prohibit its coaches and players from hitting or kicking 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.
    - 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.
    - d. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions
  - v. Do all minor plumbing repairs to sinks, drains, etc.
  - vi.v. Do all watering of infields and outfields fields as needed and allowed by the Department.
  - vii.vi. Supply all scoreboards and maintain all boards including bulb replacement.

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- <u>viii.vii.</u> Keep <u>all out</u> 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.
- ix.viii. Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.
- 20.18. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- <u>21.19.</u> 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.
- 20. The Organization shall have an official or assigned field coordinator inspect every field (playing surfaces) prior to the first game each day/night of league play or practice 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.
- 23.21. 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.
  - 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.
  - iii. The City's Emergency Services Director will be available to assist with all plan and procedures if needed.
- 22. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
  - 24.i. 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.
    - The Department will grant authorization for vehicle traffic for supply pick up and drop off or equipment unloading.
    - ii. Off pavement parking is allowed only in designated overflow parking areas when conditions deem it necessary.
- 25-23. The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

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- The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.
- 26.24. 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.
- 25. The Organization is authorized to use a City facility location, dependent on availability, and facility availability upon written request three (3) weeks in advance, for the following:
- 26. The Organization should utilize the following recommendations in the event of severe weather:
  - 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.
  - 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.
  - 27.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.
    - 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
    - ii. Additional time needed is subject to normal rental fees.

## G.F. Non-Recreation-Tournaments

- 1. The Department will be notified of all non-recreational-tournaments within one (1) week after reservation has been made by the Organization and no later than two (2) weeks prior to tournament taking place. Payment must be received within 30 days after prior the tournament of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.
- Organization may allow non-recreational any teams affiliated with organization or hosting entity
  to utilize facilities for tournaments beginning March 1 October 31 of each year.
  - i. If approved, facilities may be utilized outside of the scheduled use with the restrictions that: Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department.
    - Annual rye grass must be established on approved fields during requested time.
    - b. Annual rye grass must to be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."

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**Commented [JZ35]:** Staff is requesting more detailed information to better meet the demands for maintenance purposes

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Commented [SS36]: 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.

- 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.
- 6. Payments: The City will receive from the Organization either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.
  - i.—The non-recreational team or entity hosting the tournament, game(s) or practice(s) will pay the Organization:
    - a. \$150 per field, per day and/or
      - a. \$25 per field for the first 2 hour time slot and
      - b. \$12.50 for each additional hour thereafter and if required
    - b.—\$10 per hour, per field for lights.
  - i. Organization will pay the Department:
    - a. \$50 per field, per day and/or
      - a. \$12.50 per field for the first 2 hour practice or game and
      - b. \$6.25 for each additional hour thereafter and if required
    - b. \$10 per hour, per field for lights.
  - iii.i. In lieu of payment of fees to the City, the Organization may, upon approval from City
    Council, make an improvement to a City of Deer Park athletic facility used by the
    organization. The proposal for said improvement to the facility in lieu of payment must
    be submitted in writing with the formal request for renewal of this agreement as outlined
    in Sections C.F. In addition, copies of all receipts for the previous year's agreement's
    contributions must be provided to determine the total funds contributed to the facilities
    in lieu of payment.

# H. Non Recreation Teams Third party usage

- 6. Use of any City facility is restricted to Organization's that are members of and/or affiliated with a Department approved established state or national association. Sports Orerganization Utilization
  Agreement
- 4-7. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
  - Such registration must comply with all rules of the association/organization and any state or national governing body.
  - ii. Select teams must register and submit the following annual registration with the Department in order to gain access to the fields.

Commented [JZ37]:

Commented [JZ38R37]: Move this to general conditions and designate \$\$\$ how much

**Commented [JZ39]:** We have addressed this with a flat fee that encumbers all organizational annual usage fees.

**Commented [JZ40]:** P&R has addressed field usage from third party users via a formal rental process.

a. All non-recreational 3<sup>rd</sup> party teams- usage must carry general liability insurance
with limits no less than one (1) million dollars. A copy of the policy must be on file
with the Board of Directors of the Organization and

b.a. A copy of the completed select team registration form.

- 2-8. Recreational The Organizations regular league play, practices and associated events take priority and precedence over all all third party non-recreational team play, practices, games, tournaments and associated events.
- 3-9. 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.
- 10. 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.
  - 4-ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 5-11. The Organization Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- 6-12. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams.
- 7-13. Organization—The City may allow third party non recreational teams—users to utilize facilities for practices, games and tournaments beginning March 1 October 31 of each year.
  - i.—If approved <u>by the Parks and Recreation Department</u>, facilities may be utilized outside of the scheduled use, <u>with the restrictions</u>, <u>that:</u>
  - a. Annual rye grass must be established on approved fields during requested time.
  - b-i. Annual rye grass must be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."
- 8-14. The Department will receive notification of non-recreational teamthird 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.
- 9.—Payments: The City will receive from the Organizationthird party renter payment prior to usage.

  either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.
- Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1 December 31).
- a. Organization will pay the Department \$100 per non-recreational team registered and provide a list of non-recreational teams registered through the Organization.
- b. The Department will maintain a city wide non-recreational team master list.
- ii.—The non-recreational team will pay for games and practices:

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Commented [SS41]: Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is domant.

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.

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Commented [JZ42]: Current P&R policy

**Commented [JZ43]:** There is an existing P&R field rental policy in place.

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- a. Non recreational teams will pay the Organization:
- i. \$25 per field for the first 2 hour practice or game and
- ii. \$12.50 for each additional hour thereafter and if applicable
- iii. \$10 per hour, per field for lights.
- b. Organization will pay the Department:
- i. \$12.50 per field for the first 2 hour practice or game and
- ii. \$6.25 for each additional hour thereafter and if applicable
- iii.15. \$10 per hour, per field for lights.
  - iii. Payment for non-recreational team usage of facilities must be received by the Department no later than the 15<sup>th</sup> of each month for the proceeding month's non-recreational team usage.
  - iv. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C.F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.

#### LG. Rain-out Policy

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

## . 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:
  - 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.
  - <u>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.</u>
  - 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.

**Commented [JZ44]:** Formal Default policy established and added to contract

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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.

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 relate	
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 inir
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:	Parks and Recreation Department Director
Name:	Name:
Signature:	Signature:
Park Board Chairman:	City of Deer Park Mayor
Name:	Name:
Signature:	Signature:

# **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 281-478-2099,7275(PARK) 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)

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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:

- 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.

# **EXHIBIT B**

# **Glossary of Terms**

- 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
- Youth-Sports Organization Utilization Agreement- An agreement to establish a mutual understanding and working relationship between various organizations and the City.

**Commented [JZ45]:** We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

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Commented [JZ46]: Is this the correct term?

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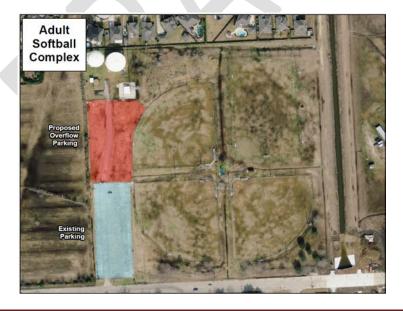
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- 3. Recreation(al) Play: An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
- 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.
- 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.
- Recreation League Teams
- Select League Teams
- League Sponsored Tournaments
- Select Tournaments
- Capital Improvement Projects A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

## **Designated Overflow Parking Areas**



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# City of Deer Park

# Parks and Recreation Department

# Sport Organization Utilization Agreement

# 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 sponsored 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 reserves the right to make field assignments enters into that greements that will best serve the citizens athletes of the city. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the recreational registration numbers participation and needs.

#### A. Definition:

- Recreation(al) Team(s): To qualify as a recreational team the following requirements must be met:
- a. Team(s) must be associated with the Organization which has an agreement with the City for that particular
- All league team(s) must play a portion of the league games within the City assigned complex(es) for the Organization.
- c. In addition to the above criteria, one (1) of the following requirements must be met:
- Teams must adhere to the Organization's National Sports Association rules and guidelines for recreation for all Teams; or
- b. Organization sponsored practices and trainings for team(s) must be coached and trained by volunteer coach(es)/trainer(s)/instructor(s) and one of the following requirements must be met as well:
- i. Team(s) must be drafted each season with no more than forty percent (40%) of team participants being able to be held by the Team.

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

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Commented [SS2]: Quest would not be able to meet requirement until 2018 when new complex is built. A waiver woul need to be granted to Quest by the City until that time.

There is no guarantee that any games could be played in Deer Park.

March 6, 2017, PARC agreed they would be good with the waiver to allow them to wait until after the new complex is built and give Quest time to work with their organization to host games locally.

Commented [SS3]: March 6, 2017, PARC agreed they would need to see the National rules and guidelines for recreational before they could make a recommendation.

Team(s) must have less than forty percent (40%) of team participants actively participating on a nonrecreational team. Recreation(al) Tournament(s): To qualify as a recreational tournament the following requiren Tournament(s) must be associated with the Organization which has an agreement with the City for that particular sport. In addition to the above criteria one (1) of the following requirements must be met as well: At least 50% of the teams participating in the tournament are recreational teams as defined above; or The Organization is host of an advanced qualifying recreational league tournament. Non Recreation(al): Teams and Tourn considered non-recreation(al). Commented [JZ4]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy 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 sixtythirty (630) 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 [SS5]: 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. C.B. Option to renew 1.—Renewal of this agreement for an additional term shall be conditioned upon the following terms: Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned 2-That a request for renewal be initiated by the signing of a new agreement by the at: 0.75" + Indent at: 1" Organization's president, with a copy of the annual report, prior to October 31st of each **Formatted** year. Formatted: Font: Bold That the Organization provided the following information annual report prior to the start i-a. Copy of approved current constitution and by-laws for Organization. Formatted ii.b. List of current Organization officers and board members with addresses, phone numbers, and email. iii.c. Proposed Organization schedule of events. —Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured. rider. Commented [JZ6]: Not previously listed. Added to protect City. 4. Seek recommendation for approval by City Council from the Parks and Recreation **Formatted** Commission in November of each year. Commented [JZ7]: Identified the formal approval process

<del>5.</del>iv.

Approval by the City Council in December of each year.

## D.C. General Agreements

- 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.
- Use of City facilities are <u>primarily</u> for the <u>primary recreational</u> use of citizens living within the incorporated city limits <u>and/or attends a Deer Park ISD school</u>.
- 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
    - League sponsored tournaments
  - Select tournaments
  - v. Tournaments not affiliated with contracted organization Third party usage

<del>2.</del>vi.

- Other priority users include any persons living within the Deer Park Independent School District boundary lines.
- ii-vii. 7705% of the Recreational League all Organization must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines (local).
  - a.—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.
  - iii. No citizen living within the City limits may be turned away for a participant living outside the city limits.
  - iv. Any person(s) and/or team living outside of the established boundaries will not have priority for use of any city owned facility. This is to include league play or practice.
- 3-5. 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.
- 4. Organization shall not change any affiliation with a state or national association or change the "age grouping" of their leagues that will affect another established organization without just cause and prior approval of the Parks and Recreation Department. An Organization shall not arbitrarily change its league structure to offer "age grouping" that is already in existence in another organization or league.
- 5-6. 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.

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Commented [JZ8]: Item only listed in baseball and Softball

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Commented [JZ9]: This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

Commented [JZ10]: Recommended organization priority usage list

Commented [JZ11]: Will be managed by P&R department.

Commented [SS12]: 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 [JZ13R12]: Due to challenges regulating these percentages; this item was removed

Commented [JZ14]: This was removed to accommodate as many athletes as possible due to the ongoing structure of youth sports organizations.

The Organization will have first rights of refusal, for their designated facilities, for all activities outside of the Organizations structured use. iii. Only authorized camps or clinics authorized cosponsored by either the utilizing Organization or by the City, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal. Commented [JZ15]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement. 7. The Organization shall-WILL notNOT collect admission fees nor require the public to pay other **Formatted** charges to attend practice, games or recreational tournaments at City facilities per City ordinance. in lieu of payment of fees to the City, the Organization may, upon approval from City Council, of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment. Formatted: Font: Not Bold, Not Highlight 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 Formatted amount of \$5,000. Capital improvements may consist of, but are not limited to: **Formatted** Fence repairs b. Irrigation repairs and installation Field grading work d. Concession stand infrastructure e. Field light repairs and installation Other items related to sports field improvements ii. A payment in the amount of \$5,000 for future projects at the Organizations designated Formatted Funds will be held in a designated City of Deer Park account. **Formatted** b. It is recommended that funds are used prior to reaching an account balance of 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. 9. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply: Commented [JZ16]: Staff believes this will meet the leagues i. The difference of the minimum amount can be applied to the following year's agreement. **Formatted** 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. 7-a. The specific capital project must be recommended by the Parks and Recreation **Formatted** Commission -presented and approved by City Council at initial deferment. Commented [JZ17]: New in Lieu of flat fee structure for review 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 Page 4

the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

- 9-11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 12. The Organization will not allow any other organization, association or group to use the facility without prior written approval of the Parks and Recreation Department.
  - 40.i. The City of Deer Park reserve the right to regulate field usage at any time.
    - i. For profit organizations or associations are eligible to use City facilities, only with written authorization from the Parks and Recreation Department. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities.
    - ii. City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.
- 41.13. 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.
- 42.14. 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.

## E.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 <u>athletic recreational</u> activities.
- 2.—To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.
- Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.
  - Other priority users include persons living within the Deer Park Independent School District boundary lines.
- 4-2. To ensure the Organization has first rights of refusal, for their designated facilities, for all activities outside of the Organization's structured use.
- 5.3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
- 6.4. To approve advertising permitted at athletic facilities.
- 7. The Department is obligated to manage all City facility usage.
- <u>8-5.</u> The City will provide maintenance and repairs to athletic facilities and more specifically as follows:
  - Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the recreational league season and as deemed necessary by the Department.
    - Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
    - b. Maintain all goals, fences, bleachers and gates in a safe and secure condition.

**Commented [JZ18]:** Capital projects will be put through the standard formal City process for construction.

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Commented [JZ19]: P&R has a formal rental process in place

Commented [JZ20]: For reference to the SOUA

- 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.
- d.e. Make major electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
- e.f. Paint all structures as deemed necessary by the Department.
- fig. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
  - 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.
    - i. All additional lighting changes, outside of regular schedule, will be performed within 3 business days of receipt of written request. The Organization will appoint 3 officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible form notifying the City of permission changes throughout the year.
- g.h. 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.
- hi. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.
- 9.6. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.
  - 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
  - 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.
    - The Organization must receive prior written 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.
- 10.7. Furnish trash receptacles and trash liners.

**Commented [JZ21]:** Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

- Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 11.8. 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.
- 42.9. Maintain all parking areas.
- 43.10. Provide utility services for facilities including electrical, water and sewer where required.
- 14.11. 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.
- 45.12. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 16.13. The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- 17.14. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 18.15. 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.
  - All maintenance and repair requests will be addressed in priority order by t<u>The</u>
    Department, to the best of our ability, <u>will address all maintenance and repair requests</u>
    in priority order, <u>within 15 business days of written receipt of request.</u>
- 19.16. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face-book page.
- The City is obligated to provide a facility location, dependent on availability, upon written request at least three (3) weeks in advance, for the following: with advanced notice, depending on facility and purpose of usage.
  - 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
  - ii. Additional time needed is subject to normal rental fees.

#### F.E. Obligation of Youth Sports Organization

- 1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome recreational athletic activities.
- 2. Utilize City facilities for the primary use of citizens living within the incorporated city limits.
- Other priority users include persons living within the Deer Park Independent School District
  boundary lines. 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

Commented [JZ22]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

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#### iv. Select tournaments

v. Tournaments not affiliated with contracted organization Third party usage

- 3. The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of recreational and non-recreational participants, including the number a breakdown 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 practices, games, tournaments, camps and recreation league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
- 7. 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. 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. 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 at least thirty (30) days-posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date. One non-voting position on the board shall be reserved for the Department liaison or their designated representative.
  - i. The Organization shall provide public notice of all Board of Directors meetings as prescribed by their by laws. This is to include (72) hours written notice going to the Department and posted in plain view on the Organization information board.
  - ii.i. All regular board meetings shall be open to the public.
  - ##-ji. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 10. 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 [JZ23]:** The P&R department will be able to regulate this number more efficiently.

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- 11. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, inclusive of but not limited to, playing fields, dugouts, bleachers, concession stands, restrooms, parking lots and any commons area, 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. 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. Used cigarettes and other tobacco remains are to be deposited in the receptacles provided in these designated use areas.
- 13. 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.
  - 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. <u>Dependent upon the issue, i</u>t shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
    - 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.
      - i. The Department reserves first right of refusal for concession contractor.
    - b. Concession contractor will be required to acquire a vendor permit from the Department.
- 14. 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. 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.
- 16. 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.

Commented [JZ24]: Health code requirements are extensive and strictly enforced

**Commented [JZ25]:** Internal form that may be used at P&R discretion.

**Commented [JZ26]:** Inlcude in softball and baseball. Remove from soccer.

- 17. 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.—Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following business day.
  - ii. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.
- 18. 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. Signs, including installation materials and methods, shall be approved by the Department before installation. The Department, before installation, shall approve signs including installation materials and methods.
- 19. The Organization shall:
  - i. Prohibit its coaches and players from hitting or kicking 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.
    - 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.
    - d. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions
  - v. Do all minor plumbing repairs to sinks, drains, etc.
  - vi.v.\_ Do all watering of infields and outfields fields as needed and allowed by the Department.
  - vii.vi. Supply all scoreboards and maintain all boards including bulb replacement.

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- <u>viii.vii.</u> Keep <u>all out buildings</u> 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.
- Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.
- 20. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- 21. 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. The Organization shall have an official or assigned field coordinator inspect every field (playing surfaces) prior to the first game each day/night of league play or practice 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. 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.
  - 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.
  - The City's Emergency Services Director will be available to assist with all plan and procedures if needed.
- 24. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- 24.25. 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.
  - i. The Department will grant authorization for vehicle traffic for supply pick up and drop off or equipment unloading.
  - ii. Off pavement parking is allowed only in designated overflow parking areas where conditions deem it necessary.
- 25.26. The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
  - The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.

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- 26.27. 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. The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. facility availability upon written request three (3) weeks in advance, for the following:
- 29. 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.
  - 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.
  - 27.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.
    - 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
    - ii. Additional time needed is subject to normal rental fees.

# G.F. Non Recreation Tournaments

- 1. The Department will be notified of all non-recreational-tournaments within one (1) week after reservation has been made by the Organization and no later than two (2) weeks prior to tournament taking place. Payment must be received within 30 days after prior the tournament of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.
- Organization may allow non-recreational any teams affiliated with organization or hosting entity
  to utilize facilities for tournaments beginning March-February 1 October 31 of each year.
  - i. If approved, facilities may be utilized outside of the scheduled use with the restrictions that: Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department.
    - a. Annual rye grass must be established on approved fields during requested time.
    - b. Annual rye grass must to be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."

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Commented [SS37]: Quest would like to change the dates to January 2 – December 15<sup>th</sup>. 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.

- 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.
- 6. Payments: The City will receive from the Organization either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.
  - i. The non-recreational team or entity hosting the tournament, game(s) or practice(s) will pay the Organization:
    - a. \$150 per field, per day and/or
      - a. \$25 per field for the first 2 hour time slot and
      - b. \$12.50 for each additional hour thereafter and if required
    - o. \$10 per hour, per field for lights.
  - ii. Organization will pay the Department:
    - a. \$50 per field, per day and/or
      - a. \$12.50 per field for the first 2 hour practice or game and
      - b. \$6.25 for each additional hour thereafter and if required
    - b. \$10 per hour, per field for lights.
  - iii.i. In lieu of payment of fees to the City, the Organization may, upon approval from City
    Council, make an improvement to a City of Deer Park athletic facility used by the
    organization. The proposal for said improvement to the facility in lieu of payment must
    be submitted in writing with the formal request for renewal of this agreement as outlined
    in Sections C.F. In addition, copies of all receipts for the previous year's agreement's
    contributions must be provided to determine the total funds contributed to the facilities
    in lieu of payment.

# H. Non Recreation Teams Third party usage

- 6. Use of any City facility is restricted to Organization's that are members of and/or affiliated with a <u>City Council approved Sports Organization Utilization Agreement.</u> <u>Department approved established state or national association organization.</u>
- 4-7. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
  - Such registration must comply with all rules of the association/organization and any state or national governing body.
  - Select teams must register and submit the following annual registration with the Department in order to gain access to the fields.

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**Commented [JZ40]:** We have addressed this with a flat fee that encumbers all organizational annual usage fees

**Commented [JZ41]:** P&R has addressed field usage from third party users via a formal rental process.

a. All non-recreational 3<sup>rd</sup> party teams usage must carry general liability insurance
with limits no less than one (1) million dollars. A copy of the policy must be on file
with the Board of Directors of the Organization and

b.a. A copy of the completed select team registration form.

- 2-8. Recreational The Organizations regular league play, practices and associated events take priority and precedence over all all third party non-recreational team play, practices, games, tournaments and associated events.
- 3-9. 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.
- 10. 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.
  - 4-ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 5-11. The Organization Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- 6-12. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams.
- 7-13. Organization—The City may allow third party non recreational teams—users to utilize facilities for practices, games and tournaments beginning March 1 October 31 of each year.
  - i.—If approved <u>by the Parks and Recreation Department</u>, facilities may be utilized outside of the scheduled use, <u>with the restrictions</u>, <u>that:</u>
  - a. Annual rye grass must be established on approved fields during requested time.
  - b-i. Annual rye grass must be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."
- 8.14. The Department will receive notification of non recreational teamthird 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.
- 9.—Payments: The City will receive from the Organizationthird party renter payment prior to usage either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.
- Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1 December 31).
- a. Organization will pay the Department \$100 per non-recreational team registered and provide a list of non-recreational teams registered through the Organization.
- b. The Department will maintain a city wide non-recreational team master list.
- ii.—The non-recreational team will pay for games and practices:

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Commented [SS42]: Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is domant.

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.

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Commented [JZ43]: Current P&R policy

**Commented [JZ44]:** There is an existing P&R field rental policy in place.

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- a. Non recreational teams will pay the Organization:
- i. \$25 per field for the first 2 hour practice or game and
- ii. \$12.50 for each additional hour thereafter and if applicable
- iii. \$10 per hour, per field for lights.
- b. Organization will pay the Department:
- i. \$12.50 per field for the first 2 hour practice or game and
- ii. \$6.25 for each additional hour thereafter and if applicable
- iii.15. \$10 per hour, per field for lights.
  - iii. Payment for non-recreational team usage of facilities must be received by the Department no later than the 15<sup>th</sup> of each month for the proceeding month's non-recreational team usage.
  - iv. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C.F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.

#### LG. Rain-out Policy

1. Organization must abide by the City adopted Rain-out 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:

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.
- <u>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.</u>
- 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.

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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.

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 relat	
conditions, that certain tract(s) of land in the City of Deer Par	k, Harris County, Texas to wit:
The City of Deer Park, Texas	located in ir
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:	Parks and Recreation Department Director
Name:	Name:
Signature:	Signature:
Park Board Chairman:	City of Deer Park Mayor
Name:	Name:
Signature:	Signature:

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017

#### **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 281-478-2099,7275(PARK) 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)

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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:

- 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.

#### **EXHIBIT B**

#### **Glossary of Terms**

- 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
- Youth-Sports Organization Utilization Agreement- An agreement to establish a mutual understanding and working relationship between various organizations and the City.

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

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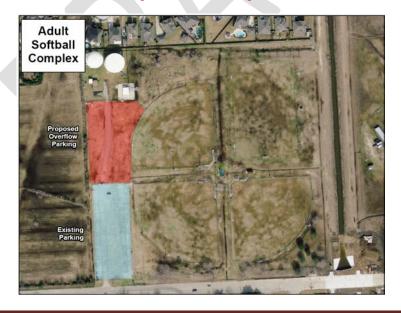
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- 3. Recreation(al) Play: An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
- 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.
- Recreation League Teams
- Select League Teams
- League Sponsored Tournaments
- Select Tournaments
- Capital Improvement Projects A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

#### **Designated Overflow Parking Areas**



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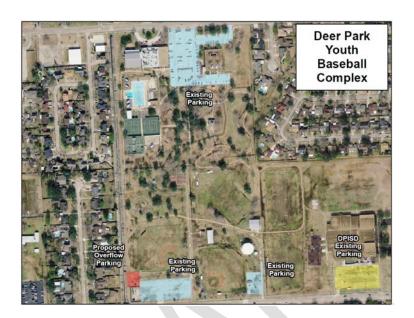
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# City of Deer Park

# Legislation Details (With Text)

File #: DIS 18-066 Version: 1 Name:

Type: Discussion Status: Agenda Ready

File created: 5/17/2018 In control: City Council Workshop

On agenda: 6/5/2018 Final action:

**Title:** Discussion of issues relating to the Soccer RFP process and selections.

Sponsors:

Indexes:

Code sections:

Attachments: DPSFC - FINAL Proposal for Soccer Program Services- 04-23-2018

**DPSFC** - Board

Date Ver. Action By Action Result

6/5/2018 1 City Council Workshop

Discussion of issues relating to the Soccer RFP process and selections.

The selection process began with selecting a committee that had representation from City Council, Parks & Recreation Commission, City Administration, City Staff and a citizen from the community. The committee developed and discussed a process to schedule interviews and an evaluation process, which consisted of points given to different qualifications. The committee as a group decided on a single score for each soccer presentation after 2 rounds of interviews. The committee has selected one of the groups to receive the Sport Utilization Agreement and is recommending to Council Deer Park Soccer FC to be effective July 1, 2018.

The following were the rankings:

- 1- Deer Park Soccer FC
- 2- Dynamo Dash
- 3- Quest Soccer

None

Discussion only



# Proposal for Soccer Program Services

**Deer Park Soccer FC** 

www.deerparksoccerfc.com

*President*, Joe Dyson

Vice President, Michael Grant

Secretary, Nicole Stuttz

Treasurer, Vacant





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# **SUMMARY RESPONSE PAGE**

### **SUMMARY RESPONSE PAGE**

# **Soccer Program Services for City of Deer Park**

COMPLETE LEGAL NAME of firm submitting proposal:
Deer Park Soccer FC
Mailing Address: 2801 Louisiana Ave
City, State, & Zip: Deer Park, Texas 77536
Phone: 281-853-5405 E-mail Contact: dyson. dpsfcegmail.com
Authorized Signature Date 4-23-2018 Signature indicates proposer accepts the specifications, terms and conditions of this request for proposal.
Print Name Micole Stuttz Title Secretary, Board of Directors
Organization Structure:
CorporationNon-Profit Corporation
Limited Liability Company Partnership
Individual or Sole Proprietor

### References

Respondent must provide a list a minimum of three (3) references (i.e. municipalities, governing bodies, school districts, coaches, past players, parents, business, etc.). For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the services your organization provides.



# ORGANIZATION OVERVIEW

# Mission of Deer Park Soccer FC

The Mission of Deer Park Soccer FC (DPSFC) is to offer a recreational soccer option that focuses on the fundamental development of our sport through quality coaching coupled with a fun and resourceful environment for players ages 4-15 that want to play the sport of soccer.

We are committed to maintaining a friendly, fair, and creative environment, which respects diversity, new ideas, and communication with all those involved in this club with an emphasis on parents, coaches and players.

We are a non-profit organization focused on building recreational soccer through the City of Deer Park, Texas and surrounding communities and its education system.

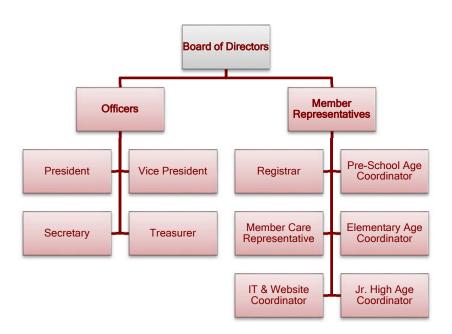
# Structure

DPSFC was formed on July 31, 2017 and is a member of SAY Soccer (www.saysoccer.com) which is a member of US Soccer Federation (USSF). SAY Soccer provides insurance, background checks for all volunteers, coach and referee trainings and certifications for \$10 per athlete / volunteer. This organization has been established since 1967 and is focused on recreational soccer affording for a low cost soccer opportunity.



DPSFC is dedicated to providing and encouraging recreational soccer defined as low cost, parent led and supported by the local community. As detailed in the By-Laws approved on July 31, 2017 (see Appendix A), the structure of the Board of Directors is as follows:





## **Board of Directors**

As included in the DPSFC By-Laws, annual member meeting will be held the last day of April each year to appoint members of the Board of Directors.

### Duties of the Officers of the Board of Directors

The **President** shall preside at all membership meetings, by virtue of the office, present at each annual meeting of the organization an annual report of the work of the organization, appoint all committees, temporary or permanent, see that all books reports and certificates as required by law are properly kept and filed, be one of the officers who may sign checks or drafts of the organization, and have such powers as may be reasonably constructed as belonging to the chief executive of any organization.

The **Vice President** shall in the absence or inability of the president to exercise his or her office become acting president of the organization with all the rights, privileges and powers as if he or she had been duly elected president.

The **Secretary** shall keep the minutes and records of the organization in appropriate books, file any certificate as required by any statue, federal or state, give and serve all notices to the membership, be the official custodian of the records and seal of the organization, be one of the officers required to sign checks or drafts, and exercise all duties incident to the office of the secretary.



The **Treasurer** shall have care and custody of all the monies belonging to the organization, be solely responsible for such monies or securities of the organization and be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the treasurer to sign checks issued upon it. The **Treasurer** shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting and shall exercise all duties incident to the office of treasurer.

# **Duties of the Member Representatives of the Board of Directors**

The **Registrar** shall establish teams using Affinity registration program and is responsible for ordering of uniforms for participants.

The **Pre-School Age Coordinator** shall recruit parent volunteers, sets field schedules for their fields including referees, and ensures fields are prepared for game day.

The **Elementary Age Coordinator** shall recruit parent volunteers, sets field schedules for their fields including referees, and ensures fields are prepared for game day.

The **Junior High Age Coordinator** shall recruit parent volunteers, sets field schedules for their fields including referees, and ensures fields are prepared for game day.

The **Member Care Representative** shall Advocate for membership to board regarding any specific concern, monitors social media and follows up on resolutions.

The IT/Website Coordinator shall establish and/or maintain an internet website for the club to provide information regarding the club and activities as well as establish and/or maintain the registration site.

#### **Current Board of Directors**

The members of the Board of Directors, nominated and approved on July 31, 2017 and November 9, 2017, are as follows:

#### Officer

*President*, Joe Dyson - appointed July 31, 2017

Joe and his wife Angie are long-time residents of Deer Park. Joe is a 15+ year volunteer coach with Special Olympics and currently coaches the US National



Unified Team Texas with FC Dallas (MLS) as well as coaches the local Special Olympic Dynamo team. His youth coaching experience encompasses all sports from youth baseball (DPYB), youth soccer (Quest), city basketball, and DP Rams Football (Athletic Director).

As the owner of a mining chemical reagent company, which he has based in Deer Park, he manages multiple employees and agents globally as well as the financial and commercial facets of the business. Outside of business he sits on the Galveston Bay racing committee and Harvest Moon Regatta committee and spends time with his two children Hayden (17) and Kayleigh (13).

# Vice President, Michael Grant - appointed July 31, 2017

Michael and his family moved to Deer Park to give their kids the type of educational and athletic experience he had growing up in Deer Park. Having coached and officiated youth sports for years, he now enjoys doing the same for his kids. In addition to his role with DPSFC, Michael serves on the Executive Board of Deer Park Girls Softball as the organizations Treasurer.

A 1989 graduate of Deer Park High school, Michael studied International Economics at Trinity University on an Air Force ROTC Economics scholarship, where he was a varsity letterman in football and baseball. Michael went on to study at Texas A&M, where he received a BS in Education, Kinesiology.

Professionally, Michael spent 15 years as a Financial Services Professional with New York Life and NY Life Securities and currently runs his own Investment Real Estate organization. In the community, Michael has served with numerous Boards and organizations including The Deer Park Educational Foundation, the San Jacinto YMCA, the Deer Park Chamber of Commerce and the Texas A&M Planned Giving Council.

# Secretary, Nicole Stuttz - appointed July 31, 2017

For the past 12 years, Nicole has worked to serve the Houston community as a project manager for the Executive Office of the public transportation agency in Harris County. As a mother to a 13-year old son and an aunt to her 5-year old nephew, Nicole has encouraged and supported their love and passion to the game. While her son plays competitive soccer and junior high soccer in Deer Park, her nephew enjoys playing recreational soccer for DPSFC.

From being a team mom for over 6 years to now serving as an officer for DPSFC, Nicole looks forward to being a part of building a strong soccer community not only for her son and nephew but for all in the Deer Park area.

# *Treasurer*, vacant

Nominations are currently being accepted for appointment at the first annual membership meeting.



# **Member Representatives**

# Registrar, Allison Davis - appointed July 31, 2017

Allison is lifelong resident of Deer Park where she grew up playing Optimist Club softball for the City of Deer Park. As a 1999 graduate of Deer Park High School, she lettered in Band and was a Colorguard Lieutenant. Allison has two boys who attend Deer Park schools; her oldest son plays for a competitive club in Deer Park while her youngest is a Special Olympics athlete.

As a parent who is old enough to remember the glory days of East Belt and has a son who loves the game, she looks forward to providing all families in Deer Park and our surrounding communities with an affordable and quality soccer experience, and restoring soccer within our community to a level that people remember.

# Jr. High Age Coordinator, Jerry Hurtado - appointed July 31, 2017

In addition to being a proud husband and father, Jerry Hurtado is a proud teacher and coach at Deer Park High School. Hurtado joined Deer Park in 2006 as the head coach for the Boys Soccer, AVID Path Trainer, TOPS club sponsor and Economics AP teacher.

A graduate of Lamar University, Hurtado began teaching/coaching at Lumberton High School in 1991. While at Lumberton High School, his teams won nine straight district championships and two appearances in the regional quarterfinal rounds. He was named district coach of the year seven times. In 2000, Hurtado moved back to his hometown to teach and coach at Fort Bend Elkins. In six seasons at Elkins, Hurtado's teams made the quarterfinals four times and the semi-finals once. In 2001, Hurtado was named the regional coach of the year and coached in the senior showcase all-star game. The Knights would win district twice in those six years.

As a Deer, his teams have won district 5 times and made the state playoffs all twelve years. In 2011, 2012, 2013 and 2015 his teams finished in the semi-finals. In 2013, the Deer reached the regional final for the first time and Hurtado was named region and state coach of the year by NSCAA and TASCO coaching organizations. Hurtado received his advanced national license in 2012. In 2015, Hurtado earned his Master's in Educational Leadership from Concordia University. He continues to coach club and high school in the Deer Park community.



# Elementary Age Coordinator, Mark Anton - appointed July 31, 2017

Mark Anton is a current resident of Pasadena, Texas and a Commercial Banker in the Deer Park/Pasadena/LaPorte, Texas area. He began his banking career in 1997, shortly after graduating from Deer Park High School and while going to Texas A&M University.

As a 20-year resident and a 1997 graduate of Deer Park High School, Mark considers Deer Park his home town. Mark started playing soccer in Deer Park with the East Belt Youth Soccer Club in 1983 as a 5 year old. He played all of the way through high school and was a three year letterman under Coach Stormy Cook. During this time, he became certified as a referee and began refereeing youth and adult soccer games in the area.

When Mark began a family in 2004, he started his coaching career with First Colony Youth Soccer Club and carried that on to coaching teams with Quest Youth Soccer, where he served as Treasurer for several years, and managed multiple teams for Challenge Soccer Club and the Texans. Now with Deer Park Youth Soccer FC, Mark continues to serve on the board and coaches as often as possible.

Mark's other activities include service as the President Elect for the Pasadena Rotary Club and previous Treasurer for the Armand Bayou Nature Center in Pasadena. Mark was a founding member, and served on the board as Treasurer for the Deer Park High School Girls Soccer Booster Club for three years, while his daughter, Laura, played varsity goalie for the team. Since 2013, Mark and his family have hosted four Rotary Youth Exchange Students from Norway, Denmark, Spain and The Netherlands at Deer Park High School, with a fifth coming from Bolivia in August of 2018.

Mark has been married to his wife, Hela Anton, since 2004 and they've raised three daughters and a son, all of which have attended Dabbs Elementary, Fairmont Junior High and/or Deer Park High School.

# Pre-School Age Coordinator, Josh Knight - appointed July 31, 2017

Josh is a Project Supervisor for Engineered Air Balance. As life-long resident of Deer Park, Josh Knight grew up playing club soccer from the age of 5 to 18 years old. During that time, he played for East Belt, Quest, and United Alliance as well as played for his high school soccer team for four years. While in high school, he began coaching and continued coaching for U13-U17 boys while attending college in Arkansas.



# IT & Website Coordinator, Ana Sanchez - appointed November 9, 2017

Ana Sanchez is an AVID Coordinator at Marshall High School. A teacher of 15 years, Ana graduated from the University of Saint Thomas with a B.A. in Mathematics and a Master's degree from University of Houston-Clear Lake in Instructional Design and Technology. Prior to joining Marshall High School in 2017, Ana taught at Elkins High School, Hightower High School and Ridge Point High School.

While Ana's talents were more centered in the arts (choir and photography), she became a strong fan of soccer when her younger brothers were involved in the game beginning in the 80s. Soccer became a family affair with both brothers playing competitive soccer for Houston area clubs, her dad managing teams and her mom as the ultimate team mom, Ana found her role as a support. Ana's love of technology aided both club and high school teams in player resume books, game programs, advertising and website design. Even after her brothers graduated from college soccer programs, Ana continued her support of soccer. She maintained the Deer Park Men's Soccer website, created camp advertisement for former Houston Hotshot players and focused on helping students achieving dreams of playing in college.

Ana's role is support of students, whether in the classroom or on the field, so that they can achieve futures beyond what they can imagine

# Member Care Representative, Stacey Hurtado - appointed November 9, 2017

Stacey Hurtado moved to Texas in 1995 to attend The Art Institute of Houston where she studied Photography. Stacey is a Payment Services Supervisor at Maintenance Supply Headquarters. She has been in the Multi Housing industry for 17 years and a supervisor for the last 9 years.

Stacey and her family moved to Deer Park in 2010 and loves the large community with the small-town feel. Stacey has been involved with soccer for 15 years through her husband and Deer Park High School. While she never played soccer, Stacey grew to love the game as if she did. Now with two children that play competitive soccer, she enjoys encouraging their passion for the game including helping them improve on their goalkeeping skills.



# **History of Organization**

DPSFC was formed in July 2017 with the Fall of 2017 being the first season. The first season was a success with 191 participants ranging from U3/4 to U11/15 age groups for a total of 22 teams. The 8-week opening season included parent-coach led practices two-days per week and one game held on Saturday.

For the second season of the program, the organization has grown to 229 participants ranging from U5 to U11/15 age groups for a total of 26 teams. The 6-week Spring 2018 season includes one day of parent coach led practice, one day of trainer led practice and one game held on Saturdays.

For this Spring 2018 season, all practices and games are being held at the Deer Park High School South Campus practice fields.

	Fall 2017	Spring 2018
U3/4 Coed	34 / 4 teams	
U5 Coed	24 / 4 teams	35 / 6 teams
U6/7 Boys	46 / 6 teams	38 / 4 teams
U6/8 Girls	35 / 4 teams	34 / 4 teams
U8/9 Boys		37 / 4 teams
U9/10 Coed		35 / 4 teams
U11/15 Coed	51 / 4 teams	50 / 4 teams
TOTAL	191 participants / 22 teams	229 participants / 26 teams



# **Financials**

# **Current Balance Sheet**

Revenue:	As of 04-17-2018
Registrations Fall 2017 & Spring 2018	23,359.55
Donations & Fundraisers	1,567.00
Bank Adjustments	75.46

Total Income 25,002.01

Expenses:	As of 04-17-2018
Insurance	1,806.25
Uniforms	8,615.61
Uniforms Fall 2017	3,223.86
Uniforms Spring 2018	5,391.75
Assets	2,423.40
Equipment	2,185.97
Fundraiser Merchandise	237.43
Practice & Game Day Expenses	3,086.00
Referees	3,086.00
Bank Fees	62.00

Total Expenses 15,993.26

**Balance** 9,008.75

# **Current Participation Fees**

Recreational Age Groups	Fees for Fall & Spring 2018			
10 and Under	\$65.00			
11 and Up	\$75.00			



# **FUTURE**

# **Five-Year Programming Plan**

With the success of the first two seasons of the program, the DPSFC team is grateful and appreciative of the support that we have received not only from the local community but the Deer Park Independent School District as well. As we look to the future of the program, we see these relationships continuing to build and flourish.

With an award of providing Soccer Program Services for the City of Deer Park, DPSFC proposes the following plan for usage of the designated fields identified in the Request for Proposals.

# **Recreational Program**

DPSFC recreational program is open to Deer Park residents, Deer Park Independent School District students and surrounding communities. At a minimum, DPSFC offers a Fall and Spring recreational seasons that are 6 to 8 weeks each. The participation fee for each season covers the costs of uniforms, player insurance, referees, and trainers. DPSFC volunteers prepare fields for the parent-coaches to hold practices at least twice each week as well as the fields for all games held on Saturday for the club. DPSFC volunteers will schedule referees for all scheduled games and provider trainers to assist parent-coaches in developing training/drills to utilize during team practices.

# **Competitive Program**

To assist in the development of a competitive soccer program that offers a cultural of community and advancement of participant soccer skills, DPSFC will develop a program that is an extension of the recreational soccer program and that will offer and provide the following benefits for the Deer Park soccer community:

- Provides additional resources to DPSFC for training of recreational players as well as parent coaches
- Offer a competitive program for participants that are ready and want to transition from recreational to competitive while remaining in the Deer Park community
- Offer multiple camps, clinics and festivals for recreational members
- Offer camps, clinics and festivals for competitive members



- Competitive teams to utilize new soccer complex for training and home games (pending the completion of the new soccer complex and schedule coordination)

# **Estimated Participation**

	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022	Fall 2022	Spring 2023	Fall 2023
U3-U5	120	80	160	90	45	100	52	110	60	120	65
U6-U8	100	60	62	62	74	74	85	85	98	98	108
U9-U10	120	100	55	55	66	66	76	76	88	88	96
U11-U15	100	60	60	60	72	72	83	83	95	95	105
Male Comp.	80	80	120	120	180	180	180	180	180	200	200
Female Comp	80	80	120	120	180	180	180	180	180	200	200
TOTAL	600	400	690	460	795	530	915	610	1050	700	1200

#### Notes:

- The proposed plan assumes Dow Park Sports Complex available beginning July 1, 2018 and Deer Park Soccer Complex available beginning December 1, 2018.
- The anticipated registered participants are estimates based on increasing current marketing strategies.

# **Utilization of Facilities**

Upon receipt of award to provide Soccer Program Services for the City of Deer Park, DPSFC will develop usage schedules for the fields as identified in the Request for Proposal. This includes usage of fields at both locations for DPSFC recreational and competitive programs.

Oow Park Sports Complex	Field / Building	Anticipated Seasonal Usage	Anticipated Summer/Winter Usage		
, P.	North Soccer Field Practices, games		Camps & tournaments		
WC NO.	South Soccer Field	tournaments	Camps & tournaments		
۵ % ۲	Building (adjacent to soccer field)	Storage, meeting room & concessions	Storage, meeting room & concessions		
	Field / Building	Anticipated Seasonal Usage	Anticipated Summer/Winter Usage		
H.	Field 1 (with lights)				
OP Soccer Complex	Field 2 (with lights)	Practices, games &			
)  P	Field 4 (with lights)		Camps & tournaments		
SO	Field 5 (with lights)	tournaments	Camps & tournaments		
R O	Field 3 (no lights)				
	Field 6 (no lights)				
	Building	Storage, concession & meeting room	Storage, concession & meeting room		



In addition, as good community partners, DPSFC will coordinate with the City of Deer Park and other organizations in the area regarding field usage that is outside of DPSFC training, practices, scheduled games, tournaments and other scheduled club activities.

# **Strategy for Corporate Community Partner**

With an award of providing Soccer Program Services for the City of Deer Park and the projected increase of participation, DPSFC will look to the local community to build corporate involvement that will build annual sponsorships of the programs.

# **Facility Improvements**

DPSFC will utilize the existing and future soccer complex to make repairs as necessary. Our policy for improving the quality of soccer in our area is to utilize our large recreational base as leverage in drawing in the elite clubs in our area. We will utilize the established in-lieu program by the City of Deer Park to ensure that every service provided to these clubs are returned "dollar for dollar" in services, trainings, tournaments or summer camps. It is in this manner that we will report back to the City of Deer Park our proper stewardship of the fields and accommodations entrusted to us.



# **APPENDICES**



# A. DPSFC By-Laws and Volunteer Screening Policy

# **Bylaws of Deer Park Soccer FC**

Article 1 – Organization

Article 2 – Purpose

Article 3 – Membership

Article 4 - Meeting

Article 5 - Voting

**Article 6 – Order of Business** 

Article 7 – Board of Directors

Article 8 – Officers

**Article 9 – Compensation** 

**Article 10 – Committees** 

**Article 11 – Amendments** 

# **Article 1 - Organization**

- 1. The name of this corporation will be "Deer Park Soccer FC"
- 2. The organization shall have a seal which shall be in the following form:

3. The organization may at its pleasure change its name with a membership body vote.

# **Article 2 - Purpose**

The following are the purposes for which this organization has been organized:

To provide recreational soccer defined as low cost, parent led and supported by the local community.

# Article 3 - Membership

Membership in this organization shall be open to all families in the Deer Park and surrounding communities. Each member family is entitled to one vote at the annual membership meeting per fully paid registration in either the fall or spring leagues. Enrollment in both Spring and Fall leagues will still only constitute one vote per registration name.

Membership period is from June 1st to May 31st the following year.

# Article 4 - Meetings

The annual membership meeting of this organization shall be held the last day of April each and every year except if such day be a legal holiday than and in that event the Board of Directors shall fix the day but it shall not be more than two weeks from the date fixed by these bylaws. The secretary will cause to contact each member in good standing at the e-mail as it appears in the membership roll book of this organization a notice telling the time and place of such annual meeting.

Regular Meetings of this organization will be held the second Monday of each month.

Presence of not less than 7 members will constitute a quorum and will be necessary to conduct the business of this organization; but a lesser number may adjourn the meeting for a period of no more than 2 weeks from the date scheduled by these bylaws and the secretary will cause a notice of this

Approved 7/31/17-NS

scheduling meeting to be sent to all those members who were not present at the meeting originally called. A quorum is hereinbefore set forth will be required at any adjourned meeting.

Special meetings of this organization may be called by the President when he/she deems it for the best interest of the organization. Notices of such meeting will be sent to all members at their address on the membership roll at least but not less than 72 hours prior the schedule date set for such special meeting. Such notice will state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of 5 members of the Board of Directors or 30% of the membership of the organization the President shall cause a special meeting to be called but such request must be made in writing no less than 5 days prior the requested schedule date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

# Article 5 – Voting

At all meetings, except for the election of officers and directors, all votes shall be viva voice, except for the election of officers ballots shall be provided and there shall not appear any place on such ballot any mark or marking that might tend to indicate the person who cast such ballot.

At any regular or special meeting if a majority so required any question may be voted upon in the manner and style provided for the election of officers and directors.

At all votes by ballot the chairman of such meeting shall immediately prior to the commencement of balloting appoint a committee of three who shall act as "Inspectors of election" and who shall at the conclusion of such balloting certify in writing to the chairperson the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting.

No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

#### Article 6 – Order of Business

- Roll Call
- 2. Reading of the minutes of the preceding meeting
- 3. Reports of the committees
- 4. Reports of the officers
- 5. Old and unfinished business
- 6. New business
- 7. Good and welfare
- 8. Adjournments

# Article 7 - Board of Directors

The business of this organization shall be managed by a Board of Directors consisting of 5 members together with the officers of this organization.

The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers and they shall serve a term of 1 year.

The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when is shall be regularly convened by its chairman after due notice to all directors of such meeting.

50% of the members of the board of Directors shall constitute a quorum and the meetings of the board of directors shall be held the 2<sup>nd</sup> Monday of each month.

Each director shall have one vote and no votes may be cast by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.

The President of the organization by virtue of the office shall be chairperson of the Board of Directors.

The Secretary of the organization by virtue of the office shall be secretary of the Board of Directors.

A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A director may be represented by counsel in any removal hearing. Removal will require an 80% majority of the Board of Directors.

#### Article 8 – Officers

The officers of the organization shall be as follows:

- President
- Vice President
- Secretary
- Treasurer

The President shall preside at all membership meetings, by virtue of the office, present at each annual meeting of the organization an annual report of the work of the organization, appoint all committees, temporary or permanent, see that all books reports and certificates as required by law are properly kept and filed, be one of the officers who may sign checks or drafts of the organization, and have such powers as may be reasonably constructed as belonging to the chief executive of any organization.

The vice president shall in the absence or inability of the president to exercise his or her office become acting president of the organization with all the rights, privileges and powers as if he or she had been duly elected president.

The secretary shall keep the minutes and records of the organization in appropriate books, file any certificate as required by any statue, federal or state, give and serve all notices to the membership, be the official custodian of the records and seal of the organization, be one of the officers required to sign checks or drafts, and exercise all duties incident to the office of the secretary.

The treasurer shall have care and custody of all the monies belonging to the organization, be solely responsible for such monies or securities of the organization and be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the treasurer to sign checks issued upon it.

The treasurer shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting and shall exercise all duties incident to the office of treasurer.

Officers shall by virtue of their office be members of the Board of Directors

# **Article 9 – Compensation**

No officer or director shall for reason of the office be entitled to receive a salary or compensation.

#### **Article 10 – Committees**

All committees of this organization shall be appointed by the president and approved by the Board of Directors and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board of Directors.

#### **Article 11 - Amendments**

# **VOLUNTEER SCREENING POLICY (VSP)**

For the Soccer Association for Youth, USA

UPDATED 2/18

The SAY Volunteer Screening program consists of distinct procedures. They are designed to work in conjunction with one another to ensure a safe, healthy soccer experience for players and volunteers alike.

### **TIMES TWO POLICY:**

Every SAYArea and SAY District must implement the SAY Soccer **TIMES TWO POLICY. No Exceptions.** All SAYAreas must establish and implement a policy to ensure that no less than two adults are present at any team function. Failure to implement the Times Two policy will adversely impact a SAYArea's liability insurance coverage. Team functions include, but are not limited to, games, practices, picnics, etc. While the focus of this policy is the child, it also provides protection for the volunteers as well in the event of misunderstandings. Under no circumstances should the activity take place if only one adult is present. It is recommended that SAYAreas and SAY Districts review their policy on carpooling. SAY recommends that volunteers not provide transportation for non-family members. In the past this was more of an insurance issue, but now has greater implications in regards to the intent of the Times Two policy. As stated in the above policy, there are NO exceptions to following the Times Two policy.

#### WHO SHOULD BE SCREENED:

In choosing option 1, 2, 3, or 4 below a volunteer is any individual that may have unsupervised access to children participating in a SAY sanctioned activity, for the purpose of assisting in that activity. (This does not include parents observing their children during such activities.) While coaches best fit this description, other volunteers (such as team parent, officials, board members, etc.) could be covered under this program as well. The minimum acceptable standard is for all coaches and assistant coaches to fill out a SAY Volunteer application annually.

#### **CHOOSE A VOLUNTEER SCREENING PATHWAY:**

# Option 1: SAY National Screening

- Direct your coaches to the background check link on the SAY National site
- SAVA works with SAY National to review, screen, and consultation
- The SAYArea/ district will be billed monthly by national for and screens performed

# Option 2:

# Set up your own RSI direct account

SAY Soccer has utilized the services of RSI for the past three years and could not be happier. We conducted a very thorough evaluation of several screening companies and in the end chose RSI. SAY Soccer feels strongly that their dedicated to customer service and un-matched process to screen volunteers creates the best option for our membership.

SAY Areas and SAY Districts using option 1 will contact RSI directly to create their own account with SAY Soccer's preferred pricing. Billing will be direct to your league. This basic SAY screening package includes: nationwide criminal search plus SSN trace, which locates sex offenders in 50 states. Lastly our SAY preferred price includes the possibility of conducting additional county searches should the need arise with a candidate.

To view the background screening program CLICK HERE

To create your RSI account with SAY preferred pricing CLICK HERE

### **Option 3:**

# Blue Sombrero/Affinity Sports online registration with an RSI Account

This option is for SAY Areas and SAY Districts that utilize the Blue Sombrero/Affinity Sports online registration platform. Screening volunteers has never been easier. Your volunteers that have already registered with your league online will automatically be populated in the RSI background system (along with player cards and rosters) completing all of your administrative data entry in one convenient place.

This option COMING SOON

#### **Option 4:**

**SAYArea Volunteer Administrator (SAVA)** 

SAYArea Volunteer Administrator (SAVA) requires all volunteers to complete the official SAY Volunteer Application. The SAVA then chooses pathway based on personal history Yes or No Response defined below.

The SAY Volunteer Application is an official SAY document, to be used solely for the purpose of gathering information on ANY volunteer. (This is already detailed in who should be screened section.)

Information identified as required must be provided by the volunteer in order for the application to be considered. The SAY Area must keep each completed application on file for at least two (2) years. At the end of each season the SAY Area is required to submit a statement, in writing, confirming that all coaches had completed the SAY Volunteer Application. This statement must be sent to the Attention of the SAY National Office at 11490 Springfield Pike, Cincinnati OH 45246. This statement must be received by SAY in order for the SAY Area to qualify for voting rights at the SAY Annual General Meeting. Note: SAY does not require that the Volunteer Application sent to the National Office.

To view the volunteer application CLICK HERE

#### PERSONAL HISTORY 'YES' RESPONSE

When using option 3 any SAY Volunteer Application with a YES response to the personal history question, will require the applicant to submit to a criminal background check, which could include fingerprinting, prior to their being considered for any volunteer position within SAY. (Note – many SAY Areas and Districts background check all of their coaches and volunteers regardless of the answer in the personal history section.) In regards to a YES response to the personal history question, the following actions must be taken.

Although SAY Soccer strongly recommends using our preferred Volunteer Screening Providor Reference Services (RSI) detailed in option 1 or 2, the SAVA in option 3 can choose a SAY National approved volunteer screening alternative. Contact SAY Soccer's National Office at 800-233-7291 for approval of your chosen alternative.

The form must include the applicant's social security number in order to perform a background check.

# **REVIEW RESULTS:**

Once your background check has completed, it is very important that this information remain protected, not only for SAY and the SAY Area, but for the protection of the applicant as well. When reviewing the results of the background check, you will refer to the list of Disqualifying Offenses. This list does not include EVERY offense that could disqualify an applicant. The SAY National Office will NOT be receiving the background check or making decisions based on its findings but the SAY National Office can provide consulting services on decision making, should you need guidance.

NOTE: This is proprietary information. SAY is very sensitive to the fact that people may have made mistakes in their past that may not necessarily be a reflection of who they are today. If there are sufficient mitigating circumstances, the SAY National Office may offer consulting regarding the final decision, regarding the acceptance of the volunteer,

with the SAYArea. As a way of example of mitigating circumstances, let's look at the following scenario; the applicant, at the age of 19, was convicted of a "misdemeanor assault." The applicant is now 35, has a family, and has no other police history or violations since the assault conviction.

OUR general guidance regarding selections made using criminal record is listed below.

#### **OPTION A** – Blanket Acceptance

The SAY member can simply accept the applicant and leave it at that. No one is to be informed of any criminal history concerning the applicant who is to be treated the same as any other volunteer applicant.

#### **Consequences**

This can be a risky proposition. If the applicant does something and the criminal history is made known, you may be open to legal action.

#### **OPTION B** – Conditional Acceptance

The SAY member can accept the applicant on the condition that either he/she, or the board with the applicant's written permission, with the applicant's signature, identify to the team's parents the criminal history of the applicant. This option may also require further consideration based on the laws of the state in which the SAYArea operates.

#### **Consequences**

Essentially it is the applicant's choice. While this is a difficult thing for anyone to do, if the desire to volunteer is strong enough, the applicant will agree. If the applicant does not agree, they cannot volunteer. Also, parents must be afforded the opportunity to NOT have their child placed with the applicant.

#### **OPTION C - Disqualification**

The SAYArea can choose to simply not accept the application, denying the applicant the right to volunteer within the SAYArea/District.

If this is the case an official PRE ADVERSE ACTION letter must be mailed to the applicant along with a complete copy of the background check and Summary of Rights under the FCRA. (Reference Services will teach you how to complete Adverse Action letters in their system.) The applicant has 7 working days to contact the background check company to correct any information the applicant feel should not be included on their background check. If the applicant does not contact the BACKGROUND CHECK COMPANY, A post adverse letter MUST BE SENT TO CLOSE at the end of the 7 days. The Summary of Rights and a copy of the background check must again be provided.

### **Consequences**

This is the simplest path to take, but never the less can be difficult It is strongly suggested that the reason for being denied NOT be stated. Notice of denial should simply say "thanks, but no thanks."

### **SUMMARY:**

The screening process and choices necessary in the selection of volunteers is very important. Screening is considered the best way to protect the children and must remain the primary motivating factor in the selection of volunteers.



### B. Officers of the Board of Directors - Contact Information

President: Joseph Dyson

Address: 2801 Louisiana Ave.

Deer Park, Texas 77536

Telephone: 281-853-5405

Email Address: Dyson.dpsfc@gmail.com

Vice President: Michael Grant

Address: 2709 Santa Fe

Deer Park, Texas 77536

*Telephone:* 713-412-5773

Email Address: migrant2001@gmail.com

Secretary: Nicole Stuttz
Address: 107 Faith St.

Highlands, Texas 77562

*Telephone:* 832-262-9742

Email Address: nrstuttz@gmail.com



## C. Affiliation and Proof of Insurance

# SAYArea/Premier Agreement

To become a SAY Affiliated Area/Premier Program, please submit this completed form via email to bbegley@saysoccer.org

If you have not already, please contact a SAY National Staff Member prior to completing this agreement.





SAYArea Agreement:

- An "Area" is defined as the farthest point in all directions where there are contiguous Districts having registered players that have agreed to be part of the "Area"
- A standalone SAYArea with zero Districts is permitted
- Traditionally, a recreational program that abides by the SAY Organizational rules
  - o Notably protected geographical boundaries, roster limits, and each player must play 50% of the game.
  - o Boundary is typically defined by ZIP code, school district, county, city limits etc.

SAY Premier Agreement:

- SAY Soccer's Competitive level programming
  - O No geographical boundaries, no roster limits, and no playing time limitations

viji are injoimation			
Type: (mark with 'x')	Recreational: X	Premier:	
Name of SAYArea/Premier Program: Deer Par	rk Soccer FC		
	Address: 2801 Loui	siana Ave	
Address:	City: Deer Park	State: TX	ZIP; 77536
Geographical Boundaries: (refer to SAYArea defini	ition stated above)		
City of Deer Park TX, Deer Park IS	D and surrounding cities	s of La Porte, Pasadena and	Baytown
Number of Districts in SAYArea: 0			
President:			
Name: Joseph Dyson		•	
Phone: 281 853 5405	Office: Same	Mobile: Same	
Email: Dyson.dpsfc@gm	ail.com		
Primary Contact: (if different from President)			
Name:	,		
Phone:	Office:	Mobile:	
Email:			
Position:			
My program is a/an:	Existing Program:	Start-Up Program: X	
Type of SAYArea/ Premier Organization:	Non-Profit: X	Unincorporated:	Other:

### Acreement

# The above-named SAYArea/Premier President, personally and on behalf of his or her SAYArea/Premier organization hereby agrees to become a S.A.Y. affiliated Area/Premier Program and agrees to the following:

- 1. We have reviewed and agree to comply with the Constitution of S.A.Y., the by-laws of S.A.Y., the policies of the National Board of Directors of S.A.Y. and the playing rules and regulations of S.A.Y.
- 2. Our organization, if currently a member of a USSF affiliated program, is in good standing with said affiliated program.
- 3. We will organize a youth soccer program consisting of no less than four (4) teams in a season.
- 4. Our primary objective is to develop the physical, mental and emotional growth of our youth soccer participants.
- We will practice sound management principles, including financial responsibility in the operation of our SAYArea/Premier Program.
- 6. We will collect and pay to S.A.Y. within thirty (30) days of ALL invoices received.
- 7. Currently, there are no geographical conflicts between our requested SAYArea and other existing SAYAreas or Districts.
- 8. We will organize, supervise and faithfully direct the Districts and players within our SAYArea/Premier Program.
- 9. We will remain in "Good Standing" by submitting to S.A.Y. the following, by the corresponding deadlines:
  - a. ALL SAYArea/Premier Program and District board lists by January 31st of the playing year.
  - b. ALL player membership fees before the first practice.
  - c. All team rosters that include player's name, address, date of birth and telephone number within thirty (30) days after the beginning of each season. Coaches information must be included on all team rosters, valid email addresses should be provided as well
  - d. Your SAYArea/Premier Program's Annual Financial Report.
  - e. A copy of our guidelines and regulations, including by-laws adopted by your SAYArea/Premier Program for the operation of S.A.Y. programs.
  - f. If player registrations are NOT received in ANY calendar year, this agreement becomes null and void.

### Upon acceptance of this application, S.A.Y. agrees as follows:

- To authorize the SAYArea/Premier Program to organize and manage youth soccer programs within the designated communities on this application.
- 2. To provide the SAYArea/Premier Program with administrative structure, including playing rules.
- 3. To provide structure and training assistance.
- 4. To appoint the Area President as an Administrative Member of S.A.Y. with the rights and duties granted to administrative members under the S.A.Y. Constitution and by-laws.
- 5. To supply the SAYArea/Premier Program with required registration materials, as well as merchandise and supplies.
- 6. To provide the SAYArea/Premier Program with general liability insurance and soccer medical insurance.

Signature (Applicant)	9-1-2817 Date
Approval (emse (use only)	
But R.Moditin	
President of S.A.Y. Signature (\$AY National Office)	Date
Thomas Cox	11-4-2017
Secretary of S.A.Y. Signature (SAY National Office)	Date

The above is accepted and approved by the National Board of Directors of S.A.Y.

Version 12/16

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Rolando B. Pablos Secretary of State

### Office of the Secretary of State

July 11, 2017

Attn: Legalzoom.com, Inc.
Legalzoom.com, Inc.
101 N. Brand Blvd, 10th Floor

RE: Deer Park Soccer FC File Number: 802763305

Glendale, CA 91203 USA

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <a href="http://window.state.tx.us/taxinfo/franchise/index.html">http://window.state.tx.us/taxinfo/franchise/index.html</a>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <a href="http://window.state.tx.us/taxinfo/exempt/index.html">http://window.state.tx.us/taxinfo/exempt/index.html</a>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at <a href="http://www.irs.gov">www.irs.gov</a>.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Rolando B. Pablos. Secretary of State

### Office of the Secretary of State

# CERTIFICATE OF FILING OF

Deer Park Soccer FC File Number: 802763305

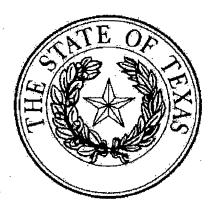
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/10/2017

Effective: 07/10/2017



(2/2)

Rolando B. Pablos Secretary of State

### Form 202

Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709



### Certificate of Formation **Nonprofit Corporation**

Filed in the Office of the Secretary of State of Texas Filing #: 802763305 07/10/2017 Document #: 749040390002 Image Generated Electronically

Filing Fee: \$25 for Web Filing Article 1 - Corporate Name The filing entity formed is a nonprofit corporation. The name of the entity is: Deer Park Soccer FC Article 2 - Registered Agent and Registered Office A. The initial registered agent is an organization (cannot be corporation named above) by the name of United States Corporation Agents, Inc. OR B. The initial registered agent is an individual resident of the state whose name is set forth below: C. The business address of the registered agent and the registered office address is: Street Address: 9900 Spectrum Drive Austin TX 78717 **Consent of Registered Agent** TA. A copy of the consent of registered agent is attached. IVB. The consent of the registered agent is maintained by the entity. Article 3 - Management A. Management of the affairs of the corporation is to be vested solely in the members of the corporation. OR B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below. Director 1: Joseph Dyson Title: Director Address: 2801 Louisiana Ave Deer Park TX. USA 77536 Title: Director Saavedra Director 2: Jesse Address: 2801 Louisiana Ave Deer Park TX, USA 77536 Director 3: Jerry Hurtado Title: Director Deer Park TX, USA 77536 Address: 2801 Louisiana Ave Article 4 - Organization Structure A. The corporation will have members. E B. The corporation will not have members. Article 5 - Purpose The corporation is organized for the following purpose or purposes: Development of recreational soccer experience for the youth in South East Houston Area primarily Deer Park. Supplemental Provisions / Information

Addendum to Certificate of Formation of Deer Park Soccer FC

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: Development of recreational soccer experience for the youth in South East Houston Area primarily Deer Park.

No part of the net earnings of this organization shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from rederal income tax under section 501(c) (3) of the internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

[The attached addendum, if any, is incorporated herein by reference.]

### Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

### Chevenne Moseley

### 101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

### Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

### Cheyenne Moseley

Signature of organizer.

FILING OFFICE COPY

DEER PARK SOCCER FC

Date of this notice: 07-12-2017

Employer Identification Number:

82-2129898

Form: SS-4

Number of this notice: CP 575 E

2801 LOUISIANA AVE

DEER PARK, TX 77536

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

# WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2129898. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is DEER. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Keen	thig	nart	for	VOUR	records.	

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999

Your	Telephone Numbe:	r Best Time to Call	DATE OF '	THIS NOTICE:	07-12-2017	
(	) -		EMPLOYER	IDENTIFICATIO	ON NUMBER:	82-2129898
			FORM: S	S-4	NOBOD	

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

DEER PARK SOCCER FC 2801 LOUISIANA AVE DEER PARK, TX 77536



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ting certificate does not confer rights to the certificate holder in fied of s	aon chaorschie	(0).		
PRODUCER K&K Insurance Group, Inc.	CONTACT NAME:	K&K Insurance Group, I	Inc.	
1712 Magnavox Way Fort Wayne, IN 46804	PHONE (A/C, No, Ext):	800-441-3994	FAX (A/C, No):	260-459-5120
Fort wayne, in 46604	E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVE	RAGE	NAIC#
www.kandkinsurance.com Lic No. 0334819	INSURER A: Nat	ional Casualty Company		11991
INSURED	INSURER B: Sco	ttsdale Insurance Company	1	41297
Soccer Association for Youth, USA SAY Soccer	INSURER C: Har	tford Life & Accident Insura	nce Company	88072
11490 Springfield Pike	INSURER D:			
Cincinnati OH 45246-3524	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 41413156 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL S	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	 S
Α	1	COMMERCIAL GENERAL LIABILITY		KRO-71098-00	9/1/2017	9/1/2018	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE ✓ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$NONE
		POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:					Legal Liability to Part	\$1,000,000
Α	AUT	OMOBILE LIABILITY		KKO-71100-00			COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	1	HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
В		UMBRELLA LIAB ✓ OCCUR		XKS-71099-00	9/1/2017	9/1/2018	EACH OCCURRENCE	\$5,000,000
	✓	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
		DED RETENTION \$						\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$
	(Man	idatory in NH)	,				E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
C	Part	icipant Accident		OFE-03600204972-05	9/1/2017	9/1/2018	Excess Medical \$50 AD&D \$10, Deductible \$10	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of Soccer Association for Youth, USA (S.A.Y.) and their registered members. This certificate is issued on behalf of Deer Park Soccer FC

CERTIFICATE HOLDER	CANCELLATION
Deer Park Soccer FC 2801 Louisiana Ave Deer Park TX 77536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	Scott Lunsford  Authorized representative  Acott hundred

© 1988-2015 ACORD CORPORATION. All rights reserved.



### D. References

Name: Brian Begley, Operations Director

Company: Say Soccer

Address: 11490 Springfield Pike

Cincinnati, Ohio 45246

*Telephone:* 800-233-7291 ext. 1111 *Email Address:* bbegley@saysoccer.org

Years doing business Since July 2017

with DPSFC:

Name: Jesse Saavedra

Deer Park Girls Soccer Head Coach

Company: Deer Park High School Address: 2800 Texas Avenue

Deer Park, Texas 77536

*Telephone:* 832-668-7200 ext. 71407 *Email Address:* jsaavedra@dpisd.org

Years doing business Since July 2017

with DPSFC:

Name: Jerry Hurtado

**Deer Park Boys Soccer Head Coach** 

Company: Deer Park High School Address: 2800 Texas Avenue

Deer Park, Texas 77536

Telephone: 832-668-7243

Email Address: jhurtado@dpisd.org

Years doing business Since July 2017

with DPSFC:



# E. Indemnification by Organization

### Soccer Program Services for City of Deer Park

### INDEMNIFICATION BY ORGANIZATION

The Organization agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Organization's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of Organization, its officers, agents, employees, or sub-organizations, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of Organization and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Organization further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Organization under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Organization under this contract.

ORGANIZATION (Company Name) _	Dee Pak Socce FC
SIGNATURE	28/
PRINTED NAME Joseph	Dyson
PRINTED TITLE Preside	J



# F. Standard Contract & Acknowledgement

### Soccer Program Services for City of Deer Park

### STANDARD CONTRACT AND ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:
CITY OF DEER PARK

1.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Proposal Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

III.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Parks and Recreation Director of the City. In the event that Proposer continues in default, the City may terminate or cancel this contract.

SIGNED this the $\frac{93^4}{}$ day of $\frac{April}{}$ , A.D. 2018.
Signature Ticolo Strath
Name Nicole Stuttz
Title Secretary, DPSFC Board of Directors
Company Name Deer Park Succer FC

### Soccer Program Services for City of Deer Park

# STANDARD CONTRACT AND ACKNOWLEDGMENT CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Harris
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:  Nicole Stuttz
(Print Name)  Secretary (Print Title)
of the corporation known as Dec Park Soccet FC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this the Sand day of County, A.D., 2012.  My Commission expires:  Dig 13000
CAMILLE GRAZDA Notary ID # 5490462 My Commission Expires October 9, 2020



# G. Addendum No. 2 Acknowledgement

# **MEMO**



To: Potential Soccer Program Services Providers

From: Charlie Sandberg

Parks and Recreation Director

Date: April 20, 2018

Soccer Program Services for the City of Deer Park - Addendum #2

#1 = Are there any requirements on the binding of proposals. Question

Answer Per the discussion during the Mandatory Pre-Proposal Meeting, there are no specific requirements for

the binding of the proposals.

#2 -Will there be any waivers to the Sports Agreements. When the Sports Agreements are set, will there Question

be any changes or deviations made after that?

#2 -Per the discussion during the Mandatory Pre-Proposal Meeting, at this time there are no anticipated Answer changes, However, the agreements are still being revised and City Council reserves the right to make

revisions as they see fit to best serve the citizens of Deer Park.

Could you please define and clarify the term "collusion among proposals" in Section 9 in the Question #3 -

Standard Terms and Conditions?

#3 -Section 9, Standard Terms and Conditions, is standard language utilized by the City of Deer Park Answer during request for proposals and bids. The term "collusion among proposals" is directed towards bidders in which collusive bidding refers to agreements by contractors or suppliers in a particular

trade or area to cooperate to defeat the competitive bidding process in order to inflate prices. This language was intended more for construction and other services. The original proposer and that entity

will be the binding organization.

Question #4 -In regards to the Sports Utilization Agreement, have y'all gotten any closer to finalizing updates to the

agreement? #4 =

Per the discussion during the Mandatory Pre-Proposal Meeting, the Deer Park City Council has been Answer presented with a very cursory level proposal to the Sports Utilization Agreements. There have been several questions in regards to proposed changes and City Council has requested additional time to

review the proposed changes. It will be returning to the City Council agenda in the coming weeks for additional discussion and possible action. It has not been determined which City Council agenda it

will be placed on.

#5 -Would the City "frown upon" talks between organizations and the possibility of submitting a joint Question proposal?

Answer #5 -Per the discussion during the Mandatory Pre-Proposal Meeting, this question was referring to the

aforementioned Question #3. Please refer to Answer #3 of this Addendum. Question #6 -

Is there any adult programming on these current fields or on the proposed fields?

Answer #6 -Currently there is no adult programming on the soccer fields at this time. The awarded proposer will have first right of refusal to usage of the facilities. Ultimately, the City of Deer Park reserves the right to utilize the fields for City sponsored programs or for fee based rentals. All soccer fields are open to the public when not being utilized for organized play or closed for maintenance.

The Parks and Recreation Department encourages all to Live and Play in the City of Deer Park and is dedicated to providing an exemplary quality of life by offering innovative Park and Recreational experiences to the community consistent with our history, culture and unique character.

Question

#7 • What would be the standards in the stub period of the contract?

Answer

Per the discussion during the Mandatory Pre-Proposal Meeting, the City of Deer Park requests that proposers meet the implementation standards outlined in the Request For Proposal for Soccer Program Services during the stub period.

Please print off Addendum #2, sign addendum acknowledging that you have read the addendum and submit with the

proposal.

Signature



# Deer Park Soccer FC Board of Directors for 2018-2019



Member Name	Position	Phone	DPSFC Email Address	Secondary Email Address
Michael Grant	President	(713) 412-5773	president@dpsfc.com	mjgrant2001@gmail.com
Allison Davis	Vice President	(832) 567-6867	vice_president@dpsfc.com	allison_davis_1113@yahoo.com
Mark Anton	Treasurer	(281) 748-6277	treasurer@dpsfc.com	mjanton1978@gmail.com
Nicole Stuttz	Secretary	(832) 262-9742	secretary@dpsfc.com	nrstuttz@gmail.com
Jerry Hurtado	Coordinator, Elementary Age	(281) 787-5928	elem_coordinator@dpsfc.com	jhurtado@dpisd.org
Jesse Saavedra	Coordinator, Pre-School Age	(281) 797-3649	prek_coordinator@dpsfc.com	jsaavedra@dpisd.org
Steven Nolen	Coordinator, Jr. High Age	(832) 414-4406	coordinator@dpsfc.com	s.nolen13@gmail.com
Stacey Hurtado	Member Care Representative	(281) 851-2426	member_care@dpsfc.com	Stacey.dpsfc@gmail.com
Ana Sanchez	IT / Website Coordinator	(832) 594-8948	it@dpsfc.com	anamsanchez02@gmail.com