



# 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 agreements 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:**

- ~~i. 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 sport and age.~~
  - ~~b. 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:~~
    - ~~a. 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.

- ii. ~~Team(s) must have less than forty percent (40%) of team participants actively participating on a non-recreational team.~~
- ii. ~~Recreation(all) Tournament(s): To qualify as a recreational tournament the following requirements must be met:~~
  - a. ~~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.~~
- 2. ~~Non Recreation(all): Teams and Tournaments that do not meet the established criteria above are to be considered non recreation(al).~~

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

#### 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.

**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:

1.

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.

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3. That the Organization provided the following information annual report prior to the start of the season:

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i.a. Copy of approved current constitution and by-laws for Organization.

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ii.b. List of current Organization officers and board members with addresses, phone numbers, and email.

iii.c. Proposed Organization schedule of events.

iv. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.

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

d.

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

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**Commented [JZ7]:** Identified the formal approval process

iii.

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

## D.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 ~~primary recreational~~ 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  
~~League sponsored tournaments~~
  - iv. Select tournaments
  - v. Tournaments not affiliated with contracted organization Third party usage
- 2-vi. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
- ii. 75% of 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.
6. ~~The Organization will have first rights of refusal, for their designated facilities, for all activities outside of the Organizations structured use.~~

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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.

i.ii. ~~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 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.

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~~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.~~

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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:

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- 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

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ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.

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- 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.

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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 short expectations of Capital Improvement items.

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

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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 Commission ~~presented~~ and presented and approved by City Council at initial deferment.

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Commented [JZ17]: New in Lieu of flat fee structure for review

~~8-10.~~ 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.

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

~~9-11.~~ Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.

~~10-12.~~ 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.

~~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.~~

~~11-13.~~ 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.

~~12-14.~~ 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 ~~athletic recreational~~ activities.

~~2. To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.~~

~~3. Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.~~

~~i. 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:

i. 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.

a. 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.

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.

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

Commented [JZ20]: For reference to the SOUA

~~d.e.~~ d.e. Make major electrical ~~repairs~~ and air conditioning unit repairs as deemed necessary by the Department.

~~e.f.~~ e.f. Paint all structures as deemed necessary by the Department.

~~f.g.~~ f.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.

~~i.~~ 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 for notifying the City of permission changes throughout the year.

~~g.h.~~ 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.

~~h.i.~~ h.i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

~~9-6.~~ 9-6. 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 ~~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.~~ 10-7. Furnish trash receptacles and trash liners.

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

~~11-8.~~ 11-8. Clean and stock restrooms.

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

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

- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off season.
- ~~12-9.~~ Maintain all parking areas.
- ~~13-10.~~ 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.
- ~~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.
  - i. ~~All maintenance and repair requests will be addressed in priority order by t~~The Department, to the best of our ability, will address all maintenance and repair requests in priority order, within 15 business days of written receipt of request.
- ~~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.
- ~~20-17.~~ 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.
  - i. 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.
- ~~2.~~ 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
  - iv. Select tournaments
  - v. Tournaments not affiliated with contracted organizationThird party usage
  - i. —

**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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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 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 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. All regular board meetings shall be open to the public.~~
  - ~~iii. 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, ~~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

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- 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.
- i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
  - ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.
    - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
    - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
  - iii. The Organization may sublet its concessions based on the following conditions:
    - a. Receive written permission to sublet concessions from the Department.
      - 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.
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.

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

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

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

~~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.~~

~~viii-vii. Keep all out~~ 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.

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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 from Soccer.

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- ~~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. 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.
- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
  - ii. The Organization shall make "emergency situation" response information available to any out of town teams playing in league play, league tournaments or post season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.
  - iii. ~~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 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.
- i. The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.
- ~~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.

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27-28. 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:~~

- ~~i. 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.
2. 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.~~
    - ~~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."~~
3. 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.~~
  - ~~ii. Organization will pay the Department:~~
    - ~~a. \$50 per field, per day and/or~~

**Commented [JZ34]:** Item to be utilized in P&R agreement only.

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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 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.

**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

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 City Council approved Sports Organization Utilization Agreement. Department approved established state or national association organization.~~

~~4-7. Outside third party usage must be contracted and approved through the Parks and Recreation Department.~~

~~i. 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.~~

~~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 OrganizationThird 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.~~

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

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~~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 by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use, with the restrictions that:~~

~~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 team 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.~~

~~9. Payments: The City will receive from the Organization third 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.~~

~~i. 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:~~

~~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.~~

**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 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.

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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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#### **G. 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.

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

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

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

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

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

Signed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorized organization: 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 **281-478-2099/2275(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](http://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.

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#### ***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. **Youth 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 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.
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**
8. **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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