



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 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.
 - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines
6. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
7. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
8. 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.
 - ii. 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 31st of each year, which includes the total number of participants, including the number of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
7. The Organization 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.

- i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
 - ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.
 - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
 - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
 - iii. The Organization may sublet its concessions based on the following conditions:
 - a. Receive written permission to sublet concessions from the Department.
 - b. Concession contractor will be required to acquire a vendor permit from the Department.
- 14. 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.
- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
 - ii. The Organization shall make "emergency situation" response information available to any out of town teams playing in league play, league tournaments or post-season play. Such

information shall be included in any and all packets or information given to visiting coaches or managers.

24. 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

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.
 - i. Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
 - ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
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 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~~ July through December 31, 20__ but may be sooner.

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

Authorized organization:

Name: Eric Ripberg

Signature: [Signature]

Park Board Chairman:

Name: Georgette Ford

Signature: [Signature]

Parks and Recreation Department Director

Name: [Signature]

Signature: [Signature]

City of Deer Park Mayor

Name: _____

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.

Deer Park Girls Softball

Calendar of Events

Fall 2018

September 10 – Fall Practices Begin

September 17 – Fall Games Begin

October 26-28 – Annual DPGS Halloween Tournament

We will select our Elite teams in early August. Those Elite teams will have the opportunity to host one fall tournament per team. Once those dates are selected by the Elite teams in early August they will be submitted to the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2018

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 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).

PRODUCER
RPS Bollinger
150 JFK PARKWAY, 4TH FLOOR
PO Box 390
SHORT HILLS, NJ 07078
PHONE: 1-800-446-5311 FAX: 973-921-8474

CONTACT

NAME:

PHONE

(A/C, No. Ext): 800-446-5311

FAX

(A/C, No.): 973-921-8474

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Market Insurance Company

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

USA Softball and Members of USA Softball of Houston Indiv Reg Program
Stoney Burke
14210 Prospect Point
Cypress, TX 77429

COVERAGES

POLICY CHANGE NUMBER: IRO201858997

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		3602AH230069	1/1/2018	1/1/2019	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000*
	<input checked="" type="checkbox"/> Participants Liab						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMPROP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	OTHER							

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

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF THE INSURED ARISING OUT OF THE ADMINISTRATION, PLAY OR PRACTICE OF AMATEUR SOFTBALL/BASEBALL, BUT ONLY FOR INCIDENTS INVOLVING BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. THIS CERTIFICATE IS ISSUED ON BEHALF OF: DEER PARK GIRLS SOFTBALL

CERTIFICATE HOLDER

City of Deer Park
Eric Ripley
1702 Janell Rene Circle
Deer Park, Texas 77536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Board Members 2017-2018

Executive Officers	Positions	Email	Phone
Eric Ripley	President	ericripley@hotmail.com	281-235-3341
Darren Sjolander	Vice President	ksmonkey27@yahoo.com	281-413-3122
Micheal Grant	Treasurer	mgrant2000@gmail.com	713-412-5773
Melissa Mendoza	Secretary	mkmendoza94@gmail.com	713-355-0063
Board of Directors			
Brian Ripley	6u Coordinator	britley0923@outlook.com	281-253-8023
Alex Borjas	8u Coordinator	alejandrobtorjas@ymail.com	281-253-2117
Daniel Lovercheck	10u Coordinator	dlovercheck@poha.com	713-907-6068
Kris Norsworthy	12u, 14/16u Coordinator	kris.norsworthy@yahoo.com	979-574-1024
Tim Jordan	Elite Coordinator	timjordan9599@yahoo.com	832-388-5932
Chad Hyland	Equipment	chyland@inmotionmedical.com	713-253-7790
Lysa Aguilar	Equipment	lysarka@gmail.com	713-542-6094
David Maldonado	Field Maintenance	davidmaldonado777@hotmail.com	281-250-2803
Joe Cantu	Field Maintenance	jandecan16@yahoo.com	713-854-5125
Cody Langham	Field Maintenance	clangham9@gmail.com	713-824-2850
Rob Plocheck	Field Maintenance	gocampin@swbell.net	713-501-3406
Philip Vincent	UIC	philip.vincent73@gmail.com	832-316-4618

**BYLAWS
OF
DEER PARK GIRLS SOFTBALL, INC.**

**ARTICLE I
NAME AND PURPOSE**

SECTION 1. Name. The name of the organization shall be Deer Park Girls Softball, Inc. It shall be a nonprofit organization incorporated under the laws of the State of Texas.

SECTION 2. Purpose. The Organization is organized for exclusively religious, charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under said Section 501(c)(3) of the Internal Revenue Code of 1986. Specifically, the Organization will provide educational programs to the public.

**ARTICLE II
OFFICES**

The principal office of the Organization in the State of Texas, shall be located in the County of Harris. The Organization may have such other offices, either within or without the State of Texas, as the Board of Directors may designate or as the business of the Organization may require from time to time.

**ARTICLE III
MEMBERSHIP**

Membership shall consist of a parent/guardian for each player registered with Deer Park Girls Softball, Inc.

**ARTICLE IV
BOARD OF DIRECTORS**

SECTION 1. General Powers. The business and affairs of the Organization shall be managed by its Board of Directors.

SECTION 2. Size and Terms. The number of directors of the Organization shall be fixed by the Board of Directors, but in no event, shall be less than (3). Each director shall hold office for one year unless duly removed as prescribed in Article V. Each director must be reelected at the regular annual meeting.

SECTION 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held in August of each year the day of which shall be called by the President or designated Chairman. The Board of Directors may provide the time and place for the holding of additional regular meetings with notice as described in Section 5.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any four directors. The person/s authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them. Only current members of the Board of Directors can attend Special Meetings without the approval of the Executive Committee or a majority vote of the Board of Directors.

SECTION 5. Notice. Notice of any meeting shall be given at least two weeks prior thereto by written notice delivered personally, mailed to each director at his business address, or by electronic mail. Any directors may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article IV shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A quorum shall not be established if more than 50 percent of such quorum is related by blood or marriage or otherwise have joint financial interests, such as business partnerships, etc. If less than a majority is present at a meeting, a majority of the director's present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting. The act of the majority of the director's present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the remaining term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the Directors.

SECTION 10. Compensation. No Director or Officer shall for reason of his/her office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director from receiving any compensation from the organization for duties other than as a director or officer.

SECTION 11. Presumption of Assent. A director of the Organization who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Organization immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE V OFFICERS

SECTION 1. Number. The officers of the Organization, known as the Executive Committee, shall be a President, a Vice-President, Immediate Past President, a Secretary, and a Treasurer, who shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors, including a Chairman of the Board. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two or more offices may be held by the same person, except for the offices of President and Secretary, which may not be held by the same person.

SECTION 2. Election and Term of Office. The officers of the Organization to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified, or until his/her death, or until he/she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer, agent, or director may be removed by a unanimous vote of the remaining Board of Directors whenever, in its judgment, the best interests of the Organization will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer, agent, or director shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Organization and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Organization. He/she shall, when present, preside at all meetings of the Board of Directors, unless there is a Chairman of the Board in which case the Chairman shall preside. He/she may sign, with the Secretary or any other proper officer of the Organization thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Organization, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice-President. The Vice-President shall perform such duties as are ordinarily incumbent upon the Vice-President. The Vice-President shall otherwise assist the President in the performance of the President's duties and shall preside at meetings in the absence of the President.

SECTION 7. Secretary. The Secretary shall keep the minutes of the proceedings of the Board of Directors in one or more minute books provided for that purpose and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall be custodian of the organization's records, and of the seal of the Organization and see that the seal of the Organization is affixed to all documents, the execution of which on behalf of the Organization under its seal is duly authorized. He/she shall keep a register of the post office address of each Director which shall be furnished to the Secretary by such Director; and in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall keep full and accurate account of the receipts and disbursements in books belonging to the Organization, and shall deposit all monies and other valuable effects in the name and to the credit of the Organization in such banks and depositories as may be designated by the Board of Directors, but shall not be personally liable for the safekeeping of any funds or securities so deposited pursuant to the order of the Board. He/she shall disburse the funds of the Organization as may be ordered by the Board and shall render to the President and Directors at the regular meeting of the Board, and whenever they may require accounts of all his/her transactions as treasurer and of the

financial condition of the Organization. He/she shall perform the duties usually incident to the office of treasurer and such other duties as may be prescribed by the Board of Directors or by the President.

Section 9. Immediate Past-President. The Immediate Past-President will function as an advisor to the Executive Committee and perform such duties as required by the Executive Committee. In the event the Immediate Past-President is unable to serve, his/her position on the Executive Committee can be filled by a member of the Board of Directors following the established succession and election rules.

ARTICLE VI INDEMNITY

The Organization shall indemnify its directors, officers and employees as follows: (a) Every director, officer, or employee of the Organization shall be indemnified by the Organization against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be made a party, or in which he/she may become involved, by reason of his/her being or having been a director, officer, employee or agent of the Organization or is or was serving at the request of the Organization as a director, officer, employee or agent of the organization, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he/she is a director, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the director, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Organization. (b) The Organization shall provide to any person who is or was a director, officer, employee, or agent of the Organization or is or was serving at the request of the Organization as a director, officer, employee or agent of the organization, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law. (c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article VI

ARTICLE VII CONFLICTS OF INTEREST

SECTION 1. Purpose. The purpose of the conflict of interest policy is to protect this tax-exempt Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest application to nonprofit and charitable organizations.

SECTION 2. Definitions.

2.1 Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.2 Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: (a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement, (b) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Section 3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

SECTION 3. Procedures.

3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest.

(a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable

efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy.

(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

SECTION 4. Records of the Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain: (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest is present, and the governing board's or committee's decision as to whether a conflict of interest in fact exists. (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

SECTION 5. Compensation.

5.1 A voting member of the governing board who receives compensation, directly or indirectly, from the Organization is precluded from voting on matters pertaining to that member's compensation.

5.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

5.3 No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either

individually or collectively, is prohibited from providing information to any committee regarding compensation.

5.4 The majority of our Board of Directors will be non-salaried and will not be related to salaried personnel or to parties providing services. In addition, all compensation decisions will be made by the Board of Directors.

5.5 Further, all compensation paid will be reasonable and will be based on the following factors: (a) the type and amount of compensation received by others in similar positions, (b) the compensation levels paid in our particular geographic community, (c) the amount of time the individual spends in their position, (d) the expertise and other pertinent background of the individual, (e) the size and complexity of our organization, and (f) the need of our organization for the services of the particular individual.

SECTION 6. Annual Statements. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person: (a) has received a copy of the conflicts of interest policy, (b) has read and understands the policy, (c) has agreed to comply with the policy, and (d) understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

SECTION 7. Periodic Reviews. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

SECTION 8. Use of Outside Experts. When conducting the periodic reviews as provided for in Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE VIII CONTRACTS, LOANS, CHECKS AND DEPOSITS

8 of 10

Deer Park Girls Softball, Inc.

SECTION 1. Contracts. The Board of Directors may authorize any officer/s, agent/s, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Organization, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Organization and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Organization, shall be signed by such officer or officers, agent or agents of the Organization and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Organization not otherwise employed shall be deposited from time to time to the credit of the Organization in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE IX FISCAL YEAR

The fiscal year of the Organization shall begin on the first day of August and end on the last day of July each year.

ARTICLE X CORPORATE SEAL

The Board of Directors may at its discretion provide an organizational seal, which shall be circular in form and shall have inscribed thereon the name of the Organization and the State of incorporation and the words, "Corporate Seal".

ARTICLE X WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any director of the Organization under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person/s entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws adopted when necessary by a two-thirds majority of the Board of Directors.

The above Bylaws were approved and adopted by the Board of Directors of the
Organization on the _____ day of _____, 20____.

President
Eric Ripley

Secretary
Melissa Mendoza

POLICIES AND PROCEDURES

Approved 11/2017

GENERAL RULES

The following will apply to all divisions, except as noted for a particular division.

- Players shall wear league uniform shirt provided by DPGS program. Panhandling and street solicitation are prohibited.

Safety equipment to be worn by:

- Batter-- Batting helmet with face guard
- On deck batter-- Batting helmet with face guard
- Base runners-- batting helmet with face guard
- Catcher-- Shin guards (soccer style shin guards are ok in 6U only), chest protector, throat protector, and helmet with face mask.
- Fielders--softball glove (worn all times while on the field)
- In-Fielders – All division players are to wear approved facemask.

Games may be forfeited if:

- A team roster is not turned in to the umpire and opposing team prior to the start of the game.
- Eight (8) girls are not present and ready to play by game time.
- Unnecessary roughness occurs
- M/AM and or players stalling for time (umpire's discretion)
- No Show for concession time:
 - Spring Season – Team must pay the buyout amount of \$200 and forfeit a league win.
 - Fall Season – Team must pay the buyout amount of \$200 and coach will receive possible draft sanctions in future drafts.
 - Non-adherence of policy may lead to suspension of coaching staff in future seasons.

SPONSORSHIP:

Team Sponsors

Each team in the spring is required to have a \$300 Sponsorship turned in to the league, by a date given at the managers meeting, this sponsor will be on the back of spring uniform shirts. For any additional sponsor funds, a turnaround check will be issued to the team manager funds will be used for team ONLY (equipment, practice materials, and/or tournaments).

Field Sponsors

Any company is welcomed to use our fields for advertisement with a fee of \$1000 a year or \$1500 for 2 years for all 4 fields, the sponsor supplies the banner and is responsible for upkeep. Season year will start and end on August 31. Banners will be removed if recommitment is not paid by due date.

REGISTRATION AND TRYOUTS:

All drafts and returning players in both seasons are verified.

Fall Season is a learning season, registration will open from August thru September and the season will run for (8 weeks) thru October. See draft rules below.

Spring Season is a competitive season, registration will open from December thru January and the season will run from February thru May. See draft rules below.

During these seasons if needed, DPGS will pay up to \$1000 (amount exceeding must be approved by the board) for pitching and catching lessons for players registered in divisions 10u and up. Tryouts for divisions 8U – 16U are ONLY in spring season and are held in January for 2 nights, ran by the Elite and Select team managers. All players including managers' daughter must tryout to keep player from going into blind draft.

DRAFT:

Girls returning to the same division team from the previous Spring season will automatically remain on the same team unless they indicate their desire to return to the draft on the registration form.

Once the draft is completed and teams are formed, any movement of players between any team including Class A players will not be tolerated unless approved by the DPGS Board. The board of Directors reserves the right to combine age divisions as deemed appropriate to maintain competitive balance of DPGS.

Fall Draft:

Players going into a draft, not choosing to return to previous team or moving up in a division will be placed in a BLIND DRAFT separated by their age. Drafting of a team will be conducted by at least 5 Board Members present. A league board member will not be a part of their division draft. Only one (1) request is granted per team. If a manager has more than 1 request the manager can ONLY choose 1 player.

Spring Draft:

1. The returners to each team will be laid out on the draft board before the draft begins. The order of the draft will be set by the number of returners for each team. If two or more teams have the same number of returners, it will be decided by drawing from a hat. The first pick will be the team with the least number of returners or an expansion team(s)
2. Before the draft begins each Managers daughter will be placed at the bottom of the team. If the Manager don't have a daughter on team, he will be able to choose a player from draft to be protected with a written consent from parent.
3. The managers will then be given the opportunity to "freeze" one player that is not returning to their team. A signed letter from a parent of the "freeze" must be presented at the draft. If no letter is presented, the player may not be used as a "freeze." The "freeze" will be used as the team's first round pick. Each team will be given the opportunity to utilize one "freeze" per team.
4. Any "freeze" must be playing as a first year player in say division. Ex: 4 or 5 years old for 6U; 7 years old for 8U; 9 years old for 10U; 11 years old for 12U; 13 years old for 14U and up.
5. A pitching round is applied to divisions 10u and up. This is to insure each team has a pitcher on their roster.
6. A catchers round will be applied to divisions 10u and up. This is to insure each team has a catcher on their roster.
7. These players are the only ones protected and after that managers pick in the first round if they are not picked they return to the open draft
8. The draft will start with the younger age in that division. Rounds will continue until there are not enough girls to complete the round. Those girls not chosen will be placed in a hat for the end of the draft. The older age division will start next and will continue until there are not enough girls to complete the round. Those girls will be placed in the same hat. Once the older division is completed another round will begin picking the remaining girls out of a hat until all have been drafted.
9. Once the draft is complete we will discuss any trades that have been requested on the registration forms. These trades will be one for one and must be unanimously approved by the three board members present during the draft. Following your draft time, rosters are set; NO MORE trading will be allowed.
10. The final teams will be recorded by a designee and these are final.
11. Anyone that signs up after this point will be held by the registrar and then the teams with the least number of players will receive next registered player until all spots are filled.

ALL-STAR:

MANAGER AND PLAYER SELECTION:

All players who wish to be considered for All-Stars must submit a Declaration of Commitment to their team manager which form will be distributed 4 weeks prior to managers picking up their All-Star Ballots. All Commitments must be collected and turned in 2 weeks prior to you picking up your ballots. A list of players agreeing to commit to all stars will be on a list along with your ballot. As deemed necessary by the Board of Directors, the league will offer All-Star tryouts for those players who have submitted a Declaration of Commitment. The tryout will allow players to showcase their abilities prior to All-Star balloting. Coaches in each age division, will then cast their ballots based upon the players league performance, tryout performance and coaches' recommendation. Any player whom requested to play up in an age division, cannot play down for All-Stars.

Ballots:

At the date chosen by the Board, all Managers must sign out their ballots from the board member on duty. Instructions on the ballots will be as follows; Pick ONLY nine (9) players within your division to best represent DPGS during all-stars.

After ALL Ballots are signed in and counted by the All-Star Committee, players with the highest number of votes will go to the "A" team up to the ninth player.

- 6U and 8U: if there are any ties in the final players to fill the roster, the "A" manager will be allowed to choose between those tied players to complete the initial 9-player roster. The rest of the roster is selected by the manager regardless of votes received by the players up to 13 players. Any player that receives 2 votes or more does not make the "A" team will be automatically selected on the "B" team. The rest of the "B" team roster will be selected by the "B" team manager. The "B" team roster will not be notified until the all-star committee has approved the "A" team final roster. ONLY daughter of "B" team manager can be replaced or removed from "A" team to play for "B" team. NO other player can deny the "A" team invitation and play for the "B" team.
- 10U---16U—after the ninth player the All Star Manager must fill their roster with the remaining players of 2 or more votes up to the 13th player but no more than 15. If there is tied votes to fill the roster the manager may choose been those tied votes to fill their final roster.

If a manager wants to be considered for an all-star team, you must notify the secretary on the date given by the Board. Considerations of requests will be as follows; best record, any issues or complaints during the season and Board approval. In the event of a head to head tie a playoff game will be played to decide placement.

- DPGS will only support up to 2 all-star teams in 6u & 8u and 1 team in 10u-16u, if 6u and 8u has 2 teams a minimum # of players will be determined by the Board.
- ONLY daughter of "B" team manager can be replaced or removed that has the votes for "A" team to play with the "B" team. No other player can deny "A" team invitation and play for "B" team.
- All-Star teams may get with the scheduler to have to assigned practice times per week.
- All-Star teams must choose uniforms with colors Maroon and Gold to best represent DPGS.
- Team Name will be Deer Park _____.
- DPGS will pay entry fee for Metro and Advancement Tournaments.
- Any all-star team can host a summer tournament if calendar allows.

GUIDELINES: (League, Elite and Select)

1. All Managers and Assistant Managers (M/AM) shall submit applications each playing season and must be approved by the DPGS Board.
2. All M/AM, including dugout personal, are subject to a background check by an outside agency to protect the safety of the girls.
3. M/AM shall have the right to run the team as they see fit, as long as it is in the best interest of the girls and the team and is in keeping with the high standards set by the DPGS Board.
4. Parents have the right to petition the DPGS Board for the removal of an M/AM by submitting a petition signed by at least three fourths of those teams' parents.
5. If a manager gives up his team, the assistant manager, with Board approval, shall have first right to assume the manager's position.
6. M/AM shall be responsible for taking reasonable care of their equipment during the season. Equipment must be turned into the Equipment Manager no more than one week after the last scheduled league game.
7. In case of the absence of the M/AM, at game time, an adult substitute may be used. Scorekeeper, umpire and opposing manager must be notified before the game begins.
8. Positively no alcoholic beverages, profanity or any other unsportsmanlike conduct will be tolerated before, during or after any practices or games both at the DPGS complex or any other facility that a DPGS team is participating.
9. M/AM will be responsible for the conduct of his/her team and its followers.
10. M/AM must display good conduct at all times in front of the players. They must never argue between themselves or with other officials in front of any player or parent.
11. No M/AM shall ever, unless teaching a fundamental stance or play; grab, push or hit a player under his/her supervision.
12. No M/AM shall use any derogatory remark towards any player. The use of profanity will not be tolerated.
13. No M/AM shall badger, ridicule or harass an official, nor shall he/she allow a team member/ parent to do so during a game.
14. No M/AM shall accost any official assigned to his/her game, during or following said game, or use any derogatory or abusive language. He/she may at any time during or after any play request information relative to some infraction.
15. No M/AM shall purposely teach any player under his/her care unethical practices.
16. No M/AM may punish a player in any way for inadvertently incurring a penalty.
17. No M/AM may reward or offer improper insensitive to players in any way for any injurious actions.
18. Any M/AM that resigns must stay out of the league for one complete season; at the discretion of the DPGS Board.
19. Every M/AM must instill the spirit to win; but above all teach good sportsmanship, whether win or lose.

20. A check sheet will be completed by the DPGS Board official on duty, after the last game of the night. The form will note the condition of the field, dugout, and the stands area for each side. Any problem noted, will be brought to the M/AM's attention for correction. Teams failing to do their share will be brought before the Board for review.
21. Failure of your team to attend the scheduled field work days (fall and spring) could affect the decision of choosing your practice times.
22. ACE certification and background check is required by all M/AM whom are helping with the team through ASA www.registerasa.com Certification must be submitted to the league prior to the beginning of play.
23. Any M/AM ejections from a game whether it be at the DPGS fields or at another site must be reported to the coordinator in that division within 48 hours for Board review. If this notification is not made the coach will be suspended from activities with that team for one week.
24. NO M/AM shall pick his/her own players within their division to play in tournaments during the league season, unless brought before and approved by the DPGS Board.
25. As an M/AM your team is required to work concession shifts during fall and spring season league night shifts, opening day, and ALL league hosted tournaments (workers must be over the age of 16). If your team can't work your scheduled shift you must notify secretary/scheduler 2 weeks in advance to change time or date. Only league hosted tournaments will you have the option to buy out in the amount of \$200.00 per shift.
26. Violation of any of these rules; at the opinion of the DPGS Board, may result in discipline action including probation, suspension or removal of the M/AM from DPGS softball program. Any acts found to be inappropriate will be turned over to the appropriate agencies.

Elite Team Season Terms

- Submit a letter/email in writing which must include previous season team and which organization you were affiliated with to the Board of Directors to request to have an elite team out of Deer Park Girls Softball by the first annual board meeting of the New Board. The first order of business of the New Board will be review this letter/application and vote/approve up to no more than 7 teams with majority of votes.
- To conduct business in a professional manner both at the Deer Park Girls Softball Complex and when traveling to other venues.
- All Elite players must register by paying registration fee per player with the league for Fall and Spring Season. Registration fee, contract, and roster must be turned in by September 15th for Fall and February 15th for Spring or they will relinquish their team.
- Take care of the facilities and be held accountable for your actions.
- Will be scheduled for (2) 1 hour 30 min. practices a week on Sundays and Wednesdays until November 2nd. Any practice times or light usages scheduled between November 6 - January 22nd does have a charge of \$6.25 per hour and \$10 per hour for lights.
- Will be allowed to host (1) tournament on a weekend (Friday - Sunday) during fall. Will be allowed to host (2) tournaments on a weekend (Friday - Sunday) in the spring. Pool and Bracket schedule must be sent to Elite Team Coordinator 2 days before tournament. Any dates can be denied per the City of Deer Park.
Inventory of concession items, diamond dry, field conditioner and chalk will be conducted by a board member prior to your tournament. DPGS will only buy back items used by the league. Elite teams will be charged for used Concession Items, Diamond Dry, Field Conditioner, and chalk used during the tournament. Balances are due to the treasurer within 48 hours of receiving invoice.
- The scheduler has the right to reschedule league games and bump elite team practice times. Every effort will be put in forth to prevent this and to reschedule the practice slot.

- Will participate in field workdays, tryouts and must work 1 concession shift during the fall and 2 shifts during spring season on league game nights.

As an elite team out of Deer Park Girls Softball you will agree to these above terms, policies and procedures plus DPGS by-laws, if any issues come about throughout your contract term, it will be brought before the board to either continue or void your contract. Any revisions made to the contract during the contract period must be in writing and signed by all parties involved.

Select Team Guidelines

1. Submit a letter/email in writing which must include previous season team and which organization you were affiliated with to the Board of Directors to request to have an Select team out of Deer Park Girls Softball by the first annual board meeting of the New Board. The first order of business of the New Board will be review this letter/application and vote/approve up to no more than 7 teams with majority of votes. There will not be ANY applications accepted after this date given by the board for the fiscal year unless approved by the Board. Prospective coaches must attend 1st annual board meeting/elections.
2. To conduct business in a professional manner both at the Deer Park Girls Softball Complex and when traveling to other venues.
3. Select players must register with the league in both Spring & Fall seasons.
4. Furnish a team roster to the board by September 1st or they will relinquish their team.
5. Take care of the facilities and be held accountable for your actions.
6. Allowed to be scheduled for two (2) practices on Sunday and Wednesday at an assigned time slot unless other arrangements are made through the scheduler.
7. Agree to participate in league functions, such as field workdays (fall and spring), work 3 full concession nights during league and other functions determined by DPGS Board. You may have the option to buyout concession stands shifts.
8. Any Select team wishing to host a tournament will pay:
 \$150 per field, per day and/or
 \$25 per field for the first 2 hours of games and
 \$12.50 for each additional hour thereafter and if required
 \$10 per hour, per field for lights.
 Inventory of concession items, field conditioner, and chalk will be conducted by a board member prior to your tournament; the league will ONLY buy back items/goods used by the league. Balance Due by you or Owed by the league will be paid on a date given by the treasurer. At the end of league, the first hosting team will purchase the concession stock from the league then you must conduct the inventory between other hosting teams. The league will not purchase stock from the last summer hosting team.
9. The league is not responsible for the purchase of field conditioner needed for your tournaments, if the league pays for the field conditioner, it must be reimbursed by date given by treasurer. In case of rainout, it may be rescheduled at next available date.
10. During league play the scheduler has the right to reschedule league rainout games and bump Select division practice times. Every effort will be put forth to try to prevent this and to reschedule the practice slot for as soon as the schedule will allow.
11. You (Manager) will run tryouts for league players 2 nights in January, dates determined by the Board.

As a Select team you will agree to these above terms and by-laws, if any issues come about throughout your contract term, it will be brought before the board to either continue or void your contract. These guidelines are in the contract you will sign and turn in.

6/11/2018

Charlie Sandberg
Director
City of Deer Park Parks & Recreation
610 E. San Augustine
Deer Park, TX 77536

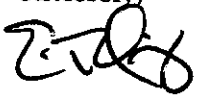
Dear Charlie, Parks and Recreation Commission, and City Council,

Thank you for a successful 2017 season at Deer Park Girls Softball. Our Spring 2018 season was a challenge having to be played at the Adult Softball Complex, but the partnership between the City and our league made it a successful season. We are extremely excited about the new complex for the upcoming fall season.

For our in lieu of for 2017 we requested that the amount owed be set aside for improvements to the new softball complex that will not be covered by the Type B funds in the amount of \$6,435. We would like to request to do the same for our 2018 in lieu of, bringing the total to \$11,435. Any improvements will be submitted for approval to the Parks and Recreation Commission prior to purchase.

Deer Park Girls Softball looks forward to working with you, the Parks and Recreation Commission and City Council through the rest of 2018 and beyond.

Sincerely,



Eric Ripley
President
Deer Park Girls Softball