



City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

Soccer

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

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

A. Term

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

B. Option to renew

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

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

C. General Agreements

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. City facility usage for soccer is approved for utilization within the Sports Organization Utilization Agreement.
3. It is suggested that the Organization prioritize usage of the fields in the following manner:
 - i. Recreational league games
 - ii. Select league games
 - iii. League sponsored tournaments
 - iv. Select tournaments
 - v. Third party usage
4. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
 - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
5. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
6. All persons will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.

Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal.
7. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.
8. Annually, The Organization must submit with the annual agreement renewal either of the following:
 - i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:
 - a. Fence repairs
 - b. Irrigation repairs and installation

- c. Field grading work
 - d. Concession stand infrastructure
 - e. Field light repairs and installation
 - f. Other items related to sports field improvements
 - ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
 - a. Funds will be held in a designated City of Deer Park account.
 - b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
 - c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.
9. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:
- i. The difference of the minimum amount can be applied to the following year's agreement.
 - ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.
 - a. The specific capital project must be presented and approved by City Council at initial deferment.
10. No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.
11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
12. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.
 - i. The City of Deer Park reserve the right to regulate field usage at any time.
13. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.
14. All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

D. Obligation of the City

- 1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome athletic activities.
- 2. To ensure the Organization has first rights of refusal.
- 3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
- 4. To approve advertising permitted at athletic facilities.

5. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:
 - i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
 - a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
 - b. Maintain all goals, bleachers and gates in a safe and secure condition.
 - c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
 - d. Make major plumbing repairs for restrooms, sinks, urinals and commodes, electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
 - e. Paint all structures as deemed necessary by the Department.
 - f. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
 - a. Attempt to maintain at least 75% of the potential lighting for field (based on bulbs per field) during regularly scheduled season.
 - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
 - g. The Organization will appoint three (3) officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year. Maintain all field irrigation system(s).
 - a. Watering schedules are managed and authorized by the Department.
 - b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
 - h. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.
6. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.
 - i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
 - 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. All maintenance and repair requests will be addressed in priority order by the Department, to the best of our ability, within 15 business days of written receipt of request.
16. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face book page.
17. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
 - i. Recreational league games
 - ii. Select league games
 - iii. League sponsored tournaments
 - iv. Select tournaments
 - v. Third party usage
3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of participants, and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.

6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
7. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
8. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
9. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
 - i. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
10. Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.
11. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.
12. The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings.
13. During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.
 - 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 report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.
 - i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.
- 16. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. The Department, before installation, shall approve signs including installation materials and methods.
- 17. The Organization shall:
 - i. Prohibit its coaches and players from kicking balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.
 - ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.
 - iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half full. Trash bags are to be placed in dumpsters located at each City owned facility.
 - iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.
 - v. Supply all scoreboards and maintain all boards including bulb replacement.
 - vi. Keep buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.

- vii. Maintain the premises in a safe and aesthetic manner
- 18. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- 19. The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.
- 20. The Organization shall have an official inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard.
 - i. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.
- 21. The Organization shall have a written “emergency situation” plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.
 - 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.
- 22. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
 - i. **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization’s responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**
- 23. The Organization will abide by and establish a line of communication between the Organization’s President, or designated representative, and a City appointed liaison.
 - i. The Organization’s President, or designated representative, is required to attend all scheduled City sports organization meetings.
- 24. The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- 25. The Organization is authorized to use a City facility location, dependent on availability, and facility availability :
- 26. The Organization should utilize the following recommendations in the event of severe weather:
 - 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 who any and all net proceeds benefit.
- 2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning March 1 – October 31 of each year.
- 3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
- 4. Concession operations will remain with the Organization or as authorized through this agreement.
- 5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

G. Third party Usage

- 1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a Department approved Sports Organization Utilization Agreement.
- 2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
 - a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
- 3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
- 4. The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.
- 5. Concession operations will remain with the Organization or as authorized through this agreement.
 - 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 Rain-out Policy dated August 1, 2016 (Exhibit A).

I. Default

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

- i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.
- ii. Written notice of non-compliance from the Parks and Recreation Department.
- iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.
- iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.
- v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.
- vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.
- vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.

6. If requesting, written contribution request in lieu of payment.

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

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

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

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

The City of Deer Park enters an 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~~ July 1, 20__ through December 31, 20__ but may be sooner.

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

Authorized organization:

Name: Michael Grant
Signature: Michael Grant

Park Board Chairman:

Name: Georgette Ford
Signature: Georgette Ford

Parks and Recreation Department Director

Name: Christy Spadea
Signature: Christy Spadea

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 of 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.



Annual Report

Deer Park Soccer FC

P.O. Box 1711
Deer Park, TX 77536
www.deerparksoccerfc.com



President, Michael Grant
Vice President, Allison Davis

Secretary, Nicole Stutz
Treasurer, Mark Anton



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EXECUTIVE SUMMARY

Deer Park Soccer FC (DPSFC) was formed in July 2017. DPSFC recreational program is open to Deer Park residents, Deer Park Independent School District students and surrounding communities.

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

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

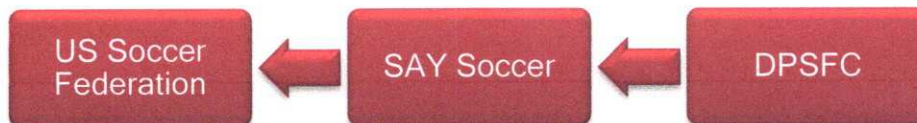
We are a non-profit organization focused on building recreational soccer through the City of Deer Park, Texas and surrounding communities and its education system.



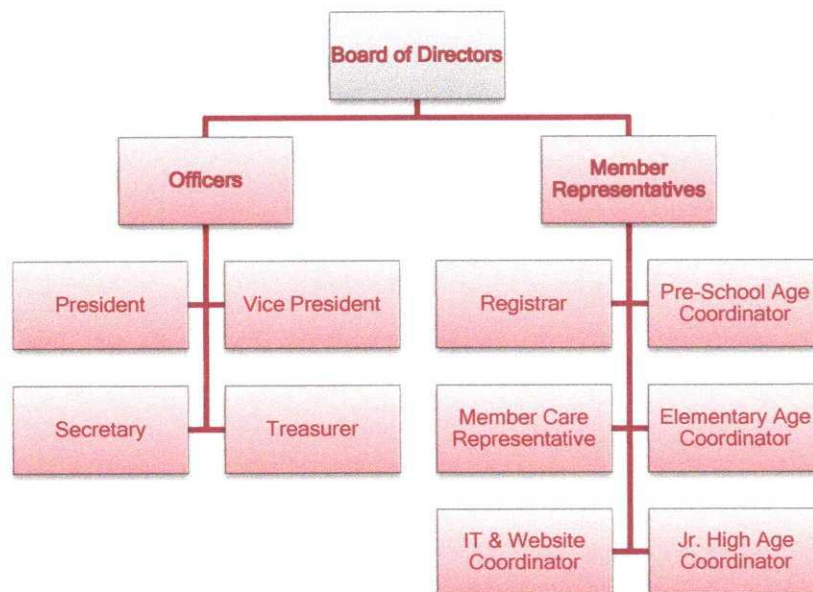
ORGANIZATION OVERVIEW

DPSFC Structure

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



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





Board of Directors

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

Duties of the Officers of the Board of Directors

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

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

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

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



Duties of the Member Representatives of the Board of Directors

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

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

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

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

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

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

Board of Directors for 2018 - 2019

The members of the Board of Directors, nominated and approved on April 30, 2018, are as follows:



Deer Park Soccer FC Board of Directors 2018-2019



Member Name	Position	Term Year	Phone	Street Address	City	State	ZIP Code	Email Address
Michael Grant	President	2018-2019	(713) 412-5773	2709 Santa Fe Trail	Deer Park	Texas	77536	president@dpsfc.com
Allison Davis	Vice President	2018-2019	(832) 567-6867	7432 Aljean	Deer Park	Texas	77536	vice_president@dpsfc.com
Mark Anton	Treasurer	2018-2019	(281) 748-6277	5206 Spring Oak Dr	Pasadena	Texas	77505	treasurer@dpsfc.com
Nicole Stutz	Secretary	2018-2019	832-262-9742	107 Faith St	Highlands	Texas	77562	secretary@dpsfc.com
Jerry Hurtado	Coordinator, Elementary Age	2018-2019	(281) 787-5928	4609 Meadow Way	Deer Park	Texas	77536	elem_coordinator@dpsfc.com
Jesse Saavedra	Coordinator, Pre-School Age	2018-2019	(281) 797-3649	5202 Inglewood Dr	Pasadena	Texas	77505	prek_coordinator@dpsfc.com
Steven Nolen	Coordinator, Jr. High Age	2018-2019	(832) 414-4406	762 W Parktown Dr	Deer Park	Texas	77536	jh_coordinator@dpsfc.com
Stacey Hurtado	Member Care Representative	2018-2019	(281) 851-2426	4609 Meadow Way	Deer Park	Texas	77536	member_care@dpsfc.com
Ana Sanchez	IT / Website Coordinator	2018-2019	(832) 594-8948	2020 Business Center Dr., #12104	Pearland	Texas	77584	it@dpsfc.com
Vacant	Registrar	2018-2019						



PARTICIPATION FOR 2017 – 2018

Fall 2017 Recreational Season

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

Spring 2018 Recreational Season

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

Summer 2018 Recreational Season

The Summer Season is scheduled for June 19 through June 30. It is a two and half week season for players entering 2nd grade through 8th grade. The season will offer a skills training followed by 3v3 games for each day of training with a tournament for participants on June 30.

Participation Totals

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



SCHEDULE FOR JULY 1 – DEC 31, 2018

Anticipated Usage

Pending final approval/execution of the Agreement with the City of Deer Park to provide Soccer Program Services for the City of Deer Park, DPSFC will finalize usage schedules for the fields that the City of Deer Park have available for use and as identified in the Request for Proposal. This includes potential usage of fields at both locations for DPSFC recreational and competitive programs.

DOW PARK SPORTS COMPLEX	Field / Building	Anticipated Seasonal Usage	Anticipated Summer/Winter Usage
	North Soccer Field	Practices, games & tournaments	Camps & tournaments
	South Soccer Field		
	Building (adjacent to soccer field)	Storage, meeting room & concessions	Storage, meeting room & concessions
DP SOCCER COMPLEX	Field / Building	Anticipated Seasonal Usage	Anticipated Summer/Winter Usage
	Field 1 (with lights)	Practices, games & tournaments	Camps & tournaments
	Field 2 (with lights)		
	Field 4 (with lights)		
	Field 5 (with lights)		
	Field 3 (no lights)		
	Field 6 (no lights)		
	Building	Storage, concession & meeting room	Storage, concession & meeting room



Tentative Schedule

Schedule is tentative and subject to revisions based on field availability.

SUMMER 2018

June 19-30, 2018	DPSFC Summer Season Tuesday & Thursdays (June 19, 21, 26, 28) End of Summer Season Tournament (June 30)
July 16, 2018	Combine for 6 th grade and up hosted by DPSFC/HoustonFC
July 2018 (TBD)	Camp for U13 and under hosted by DPSFC/HoustonFC (<i>potential</i>)
August 2018 (TBD)	DPSFC Volunteer Coaches & Referee Camp

FALL 2018

Aug. 27 – Nov. 3, 2018	DPSFC Recreational Fall Season Regular Registration (\$65 for under 11 / \$75 for 11 and up) - July 5 – August 26 Late Registration (additional fee of \$20) - Closes September 5 Referee / Volunteer Coaches Training (TBD) Practices begin August 27 - Twice each week - <i>Specific days to be determined once fields knows, teams have been formed and coaches assigned</i> First games on September 8 Last games on October 27 End of season tournament on November 3
Aug. 1 – TBD	DPSFC/HoustonFC Competitive Fall Season (<i>Pending</i>) Registration opens TBD Practices begin August 1 Game Schedule TBD End of season date TBD
Aug. 1 – TBD	DPSFC/Challenge Competitive Fall Season (<i>Pending discussions</i>) TBD



COST IN-LIEU OF

DPSFC is currently evaluating our In-Lieu Of expenditures and, in consultation with the City of Deer Park and Deer Park Parks and Recreation, will decide the priority of said expenditures after we have been given the opportunity to inspect the facilities and discuss the timeline of facility availability.



APPENDICES



A. DPSFC By-Laws

Bylaws of Deer Park Soccer FC

Article 1 – Organization

Article 2 – Purpose

Article 3 – Membership

Article 4 – Meeting

Article 5 – Voting

Article 6 – Order of Business

Article 7 – Board of Directors

Article 8 – Officers

Article 9 – Compensation

Article 10 – Committees

Article 11 – Amendments

Approved 7/31/17 - NS

Article 1 - Organization

1. The name of this corporation will be "Deer Park Soccer FC"
2. The organization shall have a seal which shall be in the following form:
3. The organization may at its pleasure change its name with a membership body vote.

Article 2 - Purpose

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

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

Article 3 – Membership

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

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

Article 4 – Meetings

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

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

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

Approved 7/31/17 - NS

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

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

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

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

Article 5 – Voting

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

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

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

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

Article 6 – Order of Business

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

Article 7 – Board of Directors

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

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

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

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

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

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

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

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

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

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

Article 8 – Officers

The officers of the organization shall be as follows:

- President
- Vice President
- Secretary
- Treasurer

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

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

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

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

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

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

Article 9 – Compensation

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

Article 10 – Committees

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

Article 11 - Amendments



B. Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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

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

PRODUCER K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne, IN 46804

CONTACT NAME: K&K Insurance Group, Inc.
PHONE (A/C, No, Ext): 800-441-3994 FAX (A/C, No): 260-459-5120
E-MAIL ADDRESS:

www.kandkinsurance.com

Lic No. 0334819

INSURED
Soccer Association for Youth, USA
SAY Soccer
11490 Springfield Pike
Cincinnati OH 45246-3524

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Casualty Company	11991
INSURER B:	Scottsdale Insurance Company	41297
INSURER C:	Hartford Life & Accident Insurance Company	88072
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 42500668

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		KRO-71098-00	9/1/2017	9/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$2,000,000 Legal Liability to Part \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		KKO-71100-00	9/1/2017	9/1/2018	\$ \$ \$ \$ \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		XKS-71099-00	9/1/2017	9/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				
C	Participant Accident		OFE-03600204972-05	9/1/2017	9/1/2018	Excess Medical \$50,000 AD&D \$10,000 Deductible \$100

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

All operations of Soccer Association for Youth, USA (S.A.Y.) and their registered members. The certificate holder is named as an additional insured but only with respect to the operations of the named insured.
This certificate is issued on behalf of Deer Park FC

CERTIFICATE HOLDER

City of Deer Park
710 E. San Augustine
Deer Park TX 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

Scott Lunsford