



# City of Deer Park

## Parks and Recreation Department

### Sport Organization Utilization Agreement

#### Baseball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs 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. It should be understood that while this agreement permits usage to the Organization, that all fields and facilities are property of the City of Deer Park and should be accessible to all citizens.

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 communityathletes. Any and all fields can be assigned or reassigned to use by any contracted organization based on this agreement 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 each year~~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 (i.e. Tryouts, opening day, etc.).
  - d. Copy of Organization's general liability insurance policy and have the City of Deer Park as an 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 will be prioritized in the following manner:
  - i. Recreational league games
  - ii. City approved ~~League-sponsored~~ tournaments
  - iii. Select league games
  - iv. City approved ~~Select~~ tournaments
  - ~~iv-v. Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
  - ~~v. Third-party usage~~
  - ~~5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
  - vi. 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.
    - i. Sec. 74-1. It shall be unlawful for any person to enter into or upon any of the parks and recreation facilities designated in subsection (b) of this section between the following hours and days:
      - a. 11:00 p.m. and 5:00 a.m. on Fridays and Saturdays.
      - b. 10:00 p.m. to 5:00 a.m. on Sundays through Thursdays.
      - ~~i-c. Exceptions approved by the city's parks and recreation director may be granted in certain circumstances.~~
2. 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.

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3. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.

4. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.

~~6. If the Organization has identified non-recreational teams to utilize facilities, than the Organization's In Lieu of payment will cover those associated cost with the non-recreational team usage.~~

3.5. 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~~All camps or clinics must be authorized by the City, ~~with all proceeds benefiting the Organization or the City are permitted.~~

a. ~~The~~The City has first right of refusal.

b. The Department must approve these activities a minimum of thirty (30) days in advance of the event.

c. All proceeds from camps or clinics must benefit the Organization or the City.

4.6. ~~Per City policy,~~ 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.~~

5. ~~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.~~

6. ~~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.~~

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~~a. The specific capital project must be recommended by the Parks and Recreation Commission and presented and approved by City Council at initial deferment.~~

7. No construction or alterations may be done on City property/facility without the written 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.
8. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
9. 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~~Department reserves the right to regulate field usage at any time.
  - ii. Anyone wishing to utilize the fields outside the organization must go through the DepartmentCity in order to rent the facilities.
10. All Board of Directors members and managers are ~~required~~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.~~
11. 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.
12. All training documents, background checks, and records are subject to audit per request of the City.
- ~~14-13.~~ All fundraising activities that would utilize the Parks and Recreation Department facilities must be approved via the City of Deer Park's fundraising policy. Please see "Exhibit D".

#### B. 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 ~~administer~~ ensure the Sports Organization Utilization Agreement with the Organization. ~~has first rights of refusal.~~
3. To oversee, ~~manage~~, and accept all ~~capital~~ improvement projects for athletic facilities.
4. To approve advertising permitted at athletic facilities.
5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendar days. The City and will provide the Organization with a minimum of two (2) weeks written notice.
- ~~7-i.~~ In the event of an emergency maintenance, the City may close the fields with less than two (2) weeks written notice to the Organization.
- 4-6. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:
  - i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
    - a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
    - b. Maintain all, fences, bleachers and gates in a safe and secure condition.

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- 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 City Organization will request the Organization to~~ appoint three officials ~~at the beginning of each calendar year~~ to have access to the automatic light schedule ~~at the time of Agreement renewal~~. The Organization is responsible for notifying the City of permission changes throughout the year.

~~h.i. Maintain all field irrigation system(s).~~

- a. Watering schedules are managed and authorized by the Department.
- b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.

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

~~5.7. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.~~

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

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

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

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

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

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

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

~~6.8. Furnish trash receptacles and trash liners.~~

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

~~7.9. Clean and stock restrooms.~~

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

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- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off-season.
- ~~8-10.~~ Maintain all parking areas.
- ~~9-11.~~ Provide utility services for facilities including electrical, water and sewer where required.
- ~~10-12.~~ The City will supply support poles and an electrical source for scoreboards upon request.
  - i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- ~~11-13.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- ~~12-14.~~ The Department will abide by and establish a line of communication between the Organization's President, ~~or designated representative~~, and a City appointed liaison.
- ~~13-15.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~14-16.~~ The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.
  - i. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.
- ~~15-17.~~ The City will include promotional opportunities through the Fall, ~~Winter/Winter~~, Spring, and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- ~~16-18.~~ The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

**C. Obligation of ~~Youth Sports~~the 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.
- ~~4-2.~~ Must provide access for public usage one field at minimum per night.
- ~~2-3.~~ 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. City approved league tournaments
  - iii. Select league games
  - iv. City approved select tournaments
  - ~~i. Recreational league games~~
  - ~~ii. League sponsored tournaments~~
  - ~~iii. Select league games~~
  - ~~iv. Select tournaments~~
  - ~~v. Third party usage~~
- ~~3-4.~~ The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of participants, including the number of resident and non-resident participants and any other information requested by the Department.
- ~~4-5.~~ To seek approval from the Department for any capital improvement projects for athletic facilities.
- ~~5-6.~~ To seek approval from the Department for advertising permitted at athletic facilities.

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7. The Organization is obligated to provide the City with a schedule of all City facility usage. ~~This is to include, but not limited to schedules for, games, tournaments, and league ceremonies.~~ Schedules are due quarterly (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).

8. The Organization agrees NOT to expand schedules, length of league play, number of tournaments, nor add seasons without prior written approval from the Department.

~~6-9.~~ Usage of facilities from November 1 through January 31 for Organization usage is not permitted. Usage without prior written consent from the Department may result in a breach of contract.

~~7-10.~~ 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 an additional insured on such policy and shall be entitled to thirty (30) days 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.

~~8-11.~~ 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.

~~9-12.~~ 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.

~~1-13.~~ The Organization will provide the Department with meeting minutes of all board of meetings no less than one (1) week after the meeting has been conducted. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

14. 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.

i. All Organization participants are held responsible to uphold the City social media policy.

~~10-a.~~ "All information published on social media sites must comply with City of Deer Park's privacy and/or data policies. This includes comments, pictures, video, audio, or any other multimedia posted on social networking sites, blogs, and forums." (Social Media Policy Updated 8/29/19)

~~11-15.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages beare 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.

~~12-16.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco, and pipes and, vaping devices are prohibited in all indoor City parks and municipal property venues including,

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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.

~~13.17.~~ During the term of this ~~agreement~~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.

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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. See "Exhibit E".

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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.

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

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

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

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

~~a. Note: City can administer the concession, league can pay for the temporary health permit for \$80 for 14 days. No additional certs are needed. The concessions cannot be any higher of a classification than a level 2 because there are no grease traps or vent hoods for anything more than hotdogs, chili, cheese, etc. No frying. Still would require the Food Handlers Cert for anyone handling the food and the Food Manager's cert on site for the person who is in charge of the facility health code upkeep.~~

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~~14.18.~~ 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.

~~15.19.~~ 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.

~~20.~~ At ~~anytime~~any time a mechanical batting machine or batting cage is being used, for instruction or practice, a ~~n adult~~ league ~~authorized~~ official over the age of 21 must be present to supervise. ~~It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.~~

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

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8-ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.



~~16.21.~~ The Organization shall report any facility ~~damage, dangerous dangerous conditions or s 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.

22. The Organization ~~has the right to sell and install~~ is permitted to utilize non-permanent signs along the fences and scoreboards of certain designated fields located on the facility.

i. The Department, before installation, shall approve signs including installation materials and methods.

ii. All revenues generated from such ~~ch, h use~~ shall be for the sole and exclusive use of the Organization.

~~17. The Department, before installation, shall approve signs including installation materials and methods.~~

~~18.23.~~ 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~~ Be 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. At the beginning of each contract period, the City will \$supply all locks necessary. All damaged or lost locks will be replaced by the City at the expense of the Organization. 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.

~~e-d.~~ The City reserves the right to remove any lock as deemed necessary by the Department and at the Organization's expense.

- 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.

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~~vi.~~ ~~Do all watering/irrigate of~~ fields as needed ~~such as watering the dirt to cut down on the dust and allowed by the Department before practices and league games. When the fields are open, watering is not permitted to keep others off the playing field.~~

~~vi.~~vii. Supply all scoreboards and maintain all boards including bulb replacement within a reasonable amount of time. (approx. 3 weeks unless approved otherwise.)

viii. ~~Keep buildings and rooms clean and free of litter.~~ Storerooms ~~must~~shall be maintained in an orderly and safe condition at all times in order to meet the fire code requirements.

a. Restrooms are not to be used as storerooms for any equipment or supplies.

~~i.a.~~ Should items other than that which is restroom specific be found in the restroom, it will be disposed of.

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

~~19.~~24. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

~~20.~~25. 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 behavior including supervision of parking lots.

~~9-i.~~ The ~~league Organization shall have an~~ official must inspect every field (playing surfaces) prior to the first game each day/night of league play or practices for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.

~~21.~~26. 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~~The president shall be ~~the assigned acting 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 readily 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 all.~~

~~27.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

~~10.~~

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.

a. No person shall drive or park any vehicles on any unpaved areas in any city park within the city limits except where directed by a city authorized and posted sign, police officer or city parks and recreation staff.

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~~11-b.~~ Any person who violates this section shall be guilty of a Class C misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$500.00. (Code 1991, § 15-90; Code 2003, § 66-95)

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~~22-28.~~ The Organization will abide by and establish a line of communication between the Organization's President and the ~~or designated representative, and a City appointed liaison~~ department representative.

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

~~23-29.~~ ~~The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and social media Facebook pages.~~ The Organization is responsible to provide information to the Department by the required deadline in order for information to be included in media outlets such as the seasonal brochures, marquees, and website. Information must be authorization by the Department Director.

~~30.~~ The Organization is ~~permitted~~ authorized to use a City facility ~~at no cost location,~~ dependent on availability, and approval by the Director for board or league events such as uniform fittings, registration, board meetings, enrollments, etc.

~~42-i.~~ No practices will be approved from the Parks and Recreation Department.

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~~24-31.~~ The Organization should utilize the following recommendations in the event of severe weather:

- i. Postpone or suspend activity if ~~severe weather~~ 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-iv.~~ 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.

#### D. Tournaments

1. The Department will be notified of all tournaments via the tournament application by the Organization ~~none~~ later than thirty-two (302) days ~~weeks~~ prior to tournament taking place. Notification of tournament is to include dates, ~~who is hosting the tournament,~~ and contact information for tournament host, ~~and whom any and all net proceeds benefit.~~

i. The tournament application must be approved by the Department.

~~13-ii.~~ All applicable fees must be paid at the time of reservation.

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2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning ~~March~~ March 1 – October ~~31~~ 31 of each year and must be held between the established park ordinance hours.

~~1.~~

2. 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 point, field maintenance, litter control and crowd control during the duration of the tournament.

3. Concession operations will remain with the Organization or as authorized through this agreement. All concessions must operate with valid Harris County Health Department Permits required.

4. Food Truck Requirements must be met according to the following:

- i. Must obtain a 90-day permit from the city secretary's office. Requirements for city permit:
- ii. Proof of valid insurance policy;
- iii. Valid vehicle registration sticker;
- iv. Copy of sales tax permit and requirement that city shall be reported for all sales within the city;
- v. Menu of food items sold;
- vi. Copy of a federal or state government issued identification document or card for all persons working in mobile food service unit for registered sexual offenders check; and
- vii. Application must be completed at least ten days before start of operation in city.
- viii. Must have a health permit from the Harris County Public Health Department for food establishment.
- ix. Must have written permission of property owner to locate on private property (city parks or city property require written permission from the city).
- x. Must have access to flushable toilet within a facility with an occupancy permit on the same property as where the mobile food service unit is located.
- xi. Must be parked on a paved surface with adequate parking for patrons.
- xii. Cannot serve products from the roads, streets or rights-of-way.
- xiii. Cannot operate for more than 12 consecutive hours.
- xiv. Cannot park at any one location for more than 48 hours without occupancy permit from the city.
- xv. Cannot operate in a residential zoned area unless in a public park with the city's written permission.
- xvi. Cannot dispose of grease or grey-water on site.
- xvii. Must always have approved fire extinguisher and first aid kit in mobile food service unit

14. Shall not provide a drive through service of any kind. (Ord. No. 4070, § 1—3, 4-16-2019)

3.5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

#### E. Third party usage (see application)

~~D.1.~~ All third party games or tournaments must go through the Department.

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4. ~~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.~~
- 5.2 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.
6. ~~The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.~~
7. ~~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.~~
- 8.3 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.
- 9.4 Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- 10.5 All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 11.5 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.
7. The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments, ~~and games.~~
12. Practices are subject to availability and approval ~~of~~ by the Department until 24 hours in advance ~~12:00 pm of~~ day of rental.
- 13.8 Payments: The City will receive from the third party renter payment prior to usage.

#### **E.F. Rain-out Policy**

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

#### **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.

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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.

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#### 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.**

— **Proposed annual calendar of events.**

4.

5. **Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities.**

6. **User Participation Report (Exhibit B)**

4. ~~s in lieu of payment for current agreement.~~

5. ~~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.

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#### Facility Usage

1. Minchen Athletic Complex

a. Five (5) fields

b. Concession/Restroom building

c. Maintenance/Storage buildings

d. Batting cages

2. Spencerview Athletic Complex

a. Six (6) fields

b. The Concession /Restroom/Meeting room building

c. Maintenance/Storage buildings

- d. Batting cages
- 3. Dow Park Athletic Complex
  - a. Three baseball fields
  - b. One storage building
  - c. Batting cages

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.

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

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

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

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

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

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

Authorized organization:

Parks and Recreation Department Director

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Park Board Chairman:

City of Deer Park Mayor

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## **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.



# DRAFT

**EXHIBIT BA**  
**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](http://www.deerparktx.gov/athletics) for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

*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**~~
- ~~2.1 **Sports Organization Utilization Agreement**—An agreement to establish a mutual understanding and working relationship between various organizations and the City.~~
- ~~3.1 **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.~~
- ~~4.1 **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).~~
- ~~5.1 **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.~~
- ~~6.1 **Third Party Usage**—A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.~~

~~**7.1. 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.~~

~~**8.1. Capital Improvement Project** – A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.~~

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## EXHIBIT C



# DRAFT

City of Deer Park Parks and Recreation Department  
610 E. San Augustine, Deer Park, TX 77536

### Tournament/Field Usage Application

Tournament/Field Site: Dow Park ☐ Minchen ☐ Spencerview ☐ Durant ☐  
Girls Softball Complex ☐ Adult Softball Complex ☐ Soccer Complex ☐

Sanctioning Organization: \_\_\_\_\_ Format (circle one): DE MDE RR Other

Name of Tournament: \_\_\_\_\_ Date (s) of Tournament: \_\_\_\_\_

Entry Fee: \_\_\_\_\_ Age Divisions: \_\_\_\_\_ Estimated # of teams: \_\_\_\_\_

Type of Tournament: Invitational ☐ State ☐ Regional ☐ National ☐ Qualifier ☐ Other ☐

Each Tournament Application must be accompanied by the all associated rental fees and a \$250 damage deposit (per complex). The deposit will be forfeited if the grounds and facilities are not left in the condition in which you found them.

CLASSIFICATION: Men ☐ Women ☐ Co-Ed ☐ Youth ☐

Slow-pitch ☐ Fast pitch ☐ Baseball ☐ Other Sport/Event: ☐

Tournament/Game Director: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

*I submit this application to the City of Deer Park for the use of the sport complex described above and certify the information is correct. I agree to exercise care and safety in the use of the facility and property and to hold harmless the City of Deer Park from all liability and medical expenses resulting from the use of the facility and/or property. I agree to adhere to the Deer Park policies for the complex I have rented. I further agree to pay in advance any fees associated with the request. Cancellations are to be received in writing a minimum of 48 hours in advance. I understand that alcohol is not permitted in any City building or in any City park including the complexes. If any evidence of alcohol is found, the damage deposit will be 100% forfeited.*

Signature of responsible party: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_



Name of Organization: \_\_\_\_\_

Name of Tournament Director: \_\_\_\_\_

at \_\_\_\_\_ (locations),

on \_\_\_\_\_ (dates).

**Organization Responsible Party** \_\_\_\_\_ agree to protect, defend, indemnify, and hold harmless the City of Deer Park, its officials, officers, employees, and volunteers free and harmless from and against any and all losses claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amount of judgement, penalties, interest, court costs and legal fees incurred by the City of Deer Park arising in favor of any party, including claims, liens, debts, personal injuries, death (including employees of the City of Deer Park), or damages to (property including property of the City of Deer Park) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of the said agreement.

**Organization and Responsible Party** \_\_\_\_\_ agree to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto; even if the claims, demand or suit is groundless, false, or fraudulent. In any case, in which such indemnification shall not be construed to indemnify the City of damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

I further state, I am 18 years of age or older, legally competent, and authorized to sign this agreement on behalf of (Organization). I understand these terms are contractual and not a mere recital that I have signed this document as my own free act.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date:

## EXHIBIT D



### CITY OF DEER PARK

### POLICY FOR FUND-RAISING ACTIVITIES IN CITY PARKS AND RECREATION FACILITIES

The City of Deer Park encourages all citizens, including employees of the City, to support charitable activities that benefit the community.

- City facilities shall include all property owned by the City of Deer Park, including buildings, parking lots, green spaces and parks.
- Fund-raising activities must be beneficial to Deer Park community organizations, citizens, and the community in general.
- All fund-raising activities shall be sponsored by non-profit Deer Park groups or organizations unless written permission is issued by the City otherwise.
- City facilities shall not be used for commercial enterprises or for personal gain, unless either
  1. there will be some direct benefit to the nonprofit organization sponsoring the fund raising activity, or
  2. the commercial enterprise is subject to an agreement with the City which is similar to other City agreements and notes that dates reserved by youth athletic organizations and local service groups for fund raisers will be excluded.
- Use of City facilities for fund-raising activities shall be approved, in advance, by the City of Deer Park.
- The sponsoring organization must submit a completed application in writing (see attached) for use of the facility to the Parks and Recreation Department who will review the fund-raising activities. In addition, the request shall also be submitted by the sponsoring organization to the Fire Department and the Police Department. The Fire and Police Departments must approve the proposal for compliance and applicable codes and ordinances regarding public assemblies, fire codes, and traffic laws. The Parks and Recreation Department shall then have the proposal submitted to the City Manager's office for approval. All City staff recommendations shall also be forwarded to the City Manager.
  1. At the discretion of the City of Deer Park staff, any fund-raising activity application may be subject to recommendation by Parks and Recreation Commission and or approval by the Deer Park City Council.
- If the sponsoring organization is dissatisfied with the decision made by the City Manager, they have the right to appeal the decision to the City Council.

## **EXHIBIT D**

- Permit application process is as follows:
  1. Applicant submits completed application 60 days prior to event(s) to Parks and Recreation Department.
  2. Application reviewed internally by Parks and Recreation Department staff.
  3. Application reviewed internally by City Manager's office.
  4. If applicable, application reviewed by Police and Fire Departments.
  5. If applicable, application reviewed by Parks and Recreation Commission for consideration and recommendation.
  6. If applicable, application is taken for City Council for consideration and approval.
  7. Once approved, the applicant will be notified of the applications approval.



## EXHIBIT D

### Fundraising in City Parks and Recreation Facilities

#### Permit Application

**Application Instructions:** This application must be submitted a minimum of **60** days in advance of the fundraising activity. All items must be completed. Please send the completed to [recreation@deerparktx.org](mailto:recreation@deerparktx.org) or turn application into the Parks and Recreation Administrative Office located at 610 E. San Augustine, Deer Park, TX 77536 between the hours of 7 am – 6 pm, Monday through Friday.

**Date Submitted** \_\_\_\_\_

**Organization/Sponsoring Group Name and Address**

\_\_\_\_\_  
\_\_\_\_\_

**Contact Person** \_\_\_\_\_ **Email** \_\_\_\_\_

**Phone (Home)** \_\_\_\_\_ **(Cell)** \_\_\_\_\_

**City Facility**

**Requested** \_\_\_\_\_

**Specific**

**Location** \_\_\_\_\_

**Nature and brief description of fundraising activity**

\_\_\_\_\_  
\_\_\_\_\_

**Proposed Date (s)** \_\_\_\_\_ **Hours of operation** \_\_\_\_\_

**Estimated number of Attendees** \_\_\_\_\_

**Purpose of Fundraising**

**Activity** \_\_\_\_\_

**Is this event open to the public?** Yes or No

**Are there other beneficiaries of this event?** Yes or No

**If yes, name of other organization(s) or**

**person:** \_\_\_\_\_

## EXHIBIT D

I, \_\_\_\_\_, as the host individual or organization representative, understand and agree to all terms set forth in this application. The information that I have provided is truthful and accurate. I hereby agree that if any claim, action or proceeding shall hereafter be brought seeking to hold the City of Deer Park liable on account of any debt, liability, or obligation, I will defend the City of Deer Park at my (our) sole expense against any claim or demand, or threats thereof, whether or not well founded, and hold the City harmless there from, together with reasonable attorney's fees and costs in connection with any defense there against. Furthermore, I (WE) shall indemnify and hold the City harmless from any such debt, liability or obligation. I agree to accept all responsibility related to this organization, any and all functions of this organization, and the participants visiting my establishment.

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

<b>For office use only:</b>	
Parks and Recreation Department Signature	
City Manager's office Signature	
<b>If applicable:</b>	
Police Department Signature	
Fire Department Signature	
<i>Parks and Recreation Commission Recommendation</i>	
<i>Deer Park City Council Approval or Denied</i>	
<b>Additional notes:</b>	
Approved _____ Denied _____ Reason if denied _____	
Date Approved or Denied: _____	

## EXHIBIT E

Umair A. Shah, M.D., M.P.H.  
Executive Director  
2223 West Loop South  
Houston, Texas 77027  
Tel: (713) 439-6000  
Fax: (713) 439-6080



Harris County  
**Public Health**  
Building a Healthy Community

Michael Schaffer, M.B.A.  
Division Director  
Environmental Public Health  
101 South Richey, Suite G  
Pasadena, TX 77506  
Tel: (713) 274-6300  
Fax: (713) 274-6375

### NON-PROFIT ORGANIZATION PERMITS

A food establishment is any business that prepares, processes, stores, serves or sells food and/ or drink directly to a customer, regardless of whether there is a charge for the food. In Texas, all food establishments must hold a current and valid permit issued by the local regulatory authority. If your business maintains a 501(c)(3) status as a non-profit organization from the United States Internal Revenue Service (IRS), the Harris County Public Health (HCPH), Environmental Public Health Division (EPH), may not charge a permit fee for the food establishment permit.

**\*NOTE:** The qualification for a no-charge permit does not exempt an establishment from maintaining a current and valid permit, and following all applicable rules and regulations.

In Harris County, all food establishments are required to operate under the guidelines set forth by the Texas Food Establishment Rules and the Rules for the Regulation of Food Establishments in Harris County, Texas, to help prevent foodborne illness and assist businesses in providing safe food to their customers.

To see if your business qualifies for a non-profit permit fee, submit proof of 501(c)(3) status when:

- Submitting the application for a fixed location food establishment, mobile unit, farmers' market, or food sample permit.
- Submitting a temporary event vendor application for a registered temporary event
- Registering a temporary event as the event coordinator

**\*NOTE:** At a non-profit temporary event, each temporary event booth vendor must be a non-profit or donate all proceeds to the non-profit hosting the event to qualify as a non-profit permit holder.

*HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.*

Follow HCPH on Twitter [@hcphtx](https://twitter.com/hcphtx) and like us on [Facebook](https://www.facebook.com/hcphtx)

**Umair A. Shah, M.D., M.P.H.**  
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Harris County  
**Public Health**  
Building a Healthy Community

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## Food Establishment Permits

### Why is it necessary to permit and inspect retail food operations?

The Centers for Disease Control estimates that approximately 76 million cases of foodborne illness occur each year, resulting in 5 thousand deaths. This alone, as well as the billions of dollars these illnesses cost the consumers and the industry each year, makes continuous improvement in the areas of food safety and sanitation a goal shared jointly by both the food industries and those with responsibility for regulatory oversight. These senseless deaths caused from mishandling foods can be reduced by providing regulatory oversight of retail food operations. The Texas Food Establishment Rules are the rules in place for regulatory programs in Texas to structure oversight activities to prevent foodborne illness.

### What type of businesses need a food establishment permit?

A food establishment permit is required for the handling, preparation, service or sale of any open food or beverage. Food establishment permits are also required for the sale of any prepackaged foods that require temperature control, with the single exception of packaged frozen desserts. A permit is not required for the sale of shelf-stable food, whole, uncut produce, or prepackaged items that do not require temperature control. Non-profit businesses are required to obtain a food establishment permit and must comply with all rules and regulations, but may be exempt from some fees. Examples of food establishments include: restaurants, retail grocery stores, convenience stores, caterers, hospitals, schools, day cares, bars, mobile food units, concession stands, and temporary events.

### How can I obtain a permit?

An Application for Food Establishment Permit can be obtained from Harris County Public Health, Environmental Public Health Division, [www.hcphtx.org](http://www.hcphtx.org), or call (713) 274-6300. The applications can be downloaded from the [Food Establishments](#) page.

### What are the Texas Food Establishment Rules (TFER)?

The TFER is a comprehensive set of rules for the regulation of retail food establishments. These rules are based on the 2013 FDA Model Food Code. In these rules, food establishments include: restaurants, grocery stores, mobile food vendors, temporary food establishments, roadside food vendors and others. A copy of the TFER can be downloaded from the [Food Establishments Laws & Rules page](#).

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## SHARED KITCHENS

A **shared kitchen** is a single facility that is used by more than one permitted food establishment. The following requirements are for shared kitchen food establishments who operate in the jurisdiction of Harris County Public Health (HCPH). Permits are issued and inspections conducted by the Environmental Public Health Division (EPH) of HCPH.

- Each food establishment business operating in a shared kitchen must meet all applicable requirements of the Texas Food Establishment Rules, the Texas Health & Safety Code, and the Rules for the Regulation of Food Establishments in Harris County, Texas.
- Facilities that do not have a current and valid food establishment permit from HCPH will be required to complete the pre-opening process.
- Each food establishment must post a valid and current Harris County Food Establishment Permit at the facility.
- Each food establishment must have at least one Certified Food Manager on duty during operation according to Harris County regulations.
- The food establishment owner must notify EPH within 10 business days of any change in the hours and days of operations from the information that was submitted on the permit application.
- All food must be obtained from an approved source and prepared at the permitted food establishment. All items and utensils must be stored at the food establishment.
- Storage areas (refrigeration units, storage shelves) must be adequate for all of the food items to be stored properly. These areas must be divided and clearly marked with each food establishment's name.
- It is the responsibility of each food establishment to ensure that the kitchen is clean and sanitized prior to use.
- The responsibility of the sanitation and maintenance of the facility and shared equipment will be placed upon the person in charge of the food establishment at the time of the HCPH inspection.
- All food establishments operating within the facility will be required to cease operations in the event of an imminent health hazard.

**Please contact Plan Review at [planreview@phs.hctx.net](mailto:planreview@phs.hctx.net) for more information.**

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## TEMPORARY FOOD ESTABLISHMENT PERMITS

### ***What is a temporary food establishment?***

A temporary food establishment is a food booth at a temporary event that operates for no more than 14 consecutive days in conjunction with a single event or celebration. A temporary food establishment includes any booth at a temporary event that stores, prepares, packages, serves, or vends unpackaged food and/or drink including ice.

### ***What is the purpose of permitting and inspecting temporary food establishments?***

The primary goal of Harris County Public Health (HCPH) is to protect the public's health. To accomplish this, the Environmental Public Health (EPH) Division inspects and permits all temporary food service establishments to ensure the minimum requirements of the Texas Food Establishment Rules of the Texas Administrative Code 25 §228 are met.

### ***Will my temporary food booth be inspected?***

Yes. Both non-profit and profit temporary food establishments will be inspected by an EPH Investigator at least once during the event. Feel free to ask the investigator questions. The investigator is there to assist you in providing safe food to your customers and will check your food booth to ensure minimum requirements are met. Violations will require immediate correction or you will be directed to cease operations. Refer to the handout, **TEMPORARY FOOD ESTABLISHMENT OPERATIONAL REQUIREMENTS** for a list of the minimum requirements.

### ***Must temporary food establishments purchase a permit to operate?***

Yes. Temporary food establishments that are located in areas under HCPH's jurisdiction must obtain a temporary permit from EPH to operate.

- All booth operators that handle unpackaged food, drinks, and/or ice must have a permit.
- A separate temporary permit is required for every food booth at any given event and is only valid for one booth. If a food booth operator is operating more than one food booth, a permit must be purchased for each food booth.
- Operation of a food booth without a temporary permit could result in a citation issued to the person in charge of the food booth.

### ***Are there exemptions to the temporary food establishment permit?***

- Booths that sell only pre-packaged, single serving size, non-time/temperature control for safety food (candy, chips, frozen novelties) or unopened canned or bottle drinks are not required to obtain a temporary permit.
- Non-profit temporary food establishments that provide proof of their non-profit status (Tax Form 501C3) are required to obtain a temporary permit but are exempt from the permit fee. A non-profit temporary food establishment must be operated directly by members or volunteers of the charity organization and **all** proceeds go to the charity. A food booth which donates a portion of its proceeds to a charity, is **not** considered a non-profit temporary establishment.

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### ***How much does a temporary permit cost?***

The cost of a temporary permit is \$80.00, for timely purchase **at least two full business days prior to the beginning of the event**. Failure to purchase a temporary permit within this timeframe will result in a late temporary permit fee of \$160.00. Temporary permits are non-transferable and non-refundable.

### ***How do I obtain a temporary permit?***

The event coordinator must register the temporary event with HCPH online at <http://hcphtx.org/foodpermits> before booth operators can purchase a temporary permit for that event at EPH.

#### **To purchase a temporary food establishment permit:**

- **IN PERSON** – The temporary food establishment application can be filled out at the kiosk in our office. Payments can be made by cash, cashier's check, money order, or credit card.  
Harris County Public Health  
Environmental Public Health Division  
101 South Richey, Suite G  
Pasadena, Texas 77506  
Monday - Friday, 8:00 a.m. – 3:30 p.m.
- **ONLINE (at least 14 days before the start of the event)** – <http://hcphtx.org/foodpermits>. Fill out the temporary food establishment operational statement. Email notification of booth approval will contain an online payment link. Online payments will only be accepted at least 14 days before the start of the event or you may make payment in the EPH office by cash, cashier's check, money order, or credit card. Please note, in-office payments not received at least two full business days prior to the beginning of the event will be subject to the late temporary permit fee regardless of when the booth was approved.
- **ONSITE AT THE EVENT** – Late temporary permits can be purchased at the event for \$160.00 by credit card, money order, or cashier's check **if** the booth meets the minimum requirements. Food booths operating without a valid and current permit will be asked to close if the operation does not meet minimum requirements **and** payment for the permit is not available at the time of the EPH inspection. **Investigators will not collect cash at the temporary event.**

**NOTE:** The Fire Marshall's Office permits and inspects temporary events in unincorporated Harris County. Please call 713-274-1730 or 281-436-8030 or visit: <http://www.eng.hctx.net/permits/Fire/Fire-Code/Temporary-Food-Vendors-Festivals-Theatrical-Performances> for application and requirements.

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## TEMPORARY FOOD ESTABLISHMENT OPERATIONAL REQUIREMENTS

The primary goal of Harris County Public Health (HCPH) is to protect the public's health. To accomplish this, the Environmental Public Health (EPH) Division inspects and permits all temporary food service establishments to ensure the minimum requirements of the Texas Food Establishment Rules (TFER) of Texas Administrative Code 25 §228 are met. The TFER defines a temporary food establishment as a food booth at a temporary event that operates for no more than 14 consecutive days in conjunction with a single event or celebration. A temporary food establishment includes any booth at a temporary event that stores, prepares, packages, serves, or vends unpackaged food and/or drink including ice.

**IF ANY OF THE FOLLOWING REQUIREMENTS ARE NOT MET AND CANNOT BE CORRECTED IMMEDIATELY, THE TEMPORARY FOOD ESTABLISHMENT MUST CEASE OPERATIONS.**

### Food Supply

- Food must be in sound condition, free of contamination and shall be safe for human consumption.
- Food must be prepared on-site or from an approved and permitted commercial source and not be prepared in a private home.
- Food, including ice, must be stored in clean, sanitized, covered containers and protected from contamination. Loosely packaged foods may not directly contact ice if water can penetrate the package.
- Time/temperature control for safety foods must be maintained at 41°F or below or at 135°F or above and cooked to the proper temperature. The booth must have sufficient equipment to maintain food temperatures.

### Equipment

- A metal stem thermometer must be provided to check food temperatures.
- Food preparation utensils must be durable.
- All items provided for customer use must be single-service items.
- All food contact equipment and utensils, including single-service items, must be protected from contamination.
- The booth must have a warewashing set-up with 3 containers large enough to immerse the largest piece of equipment, sanitizer available on-site, and a means to heat water to wash, rinse, and sanitize food contact equipment and utensils.
- The booth must have a handwash set-up with warm water in a spigot container, soap, paper towels, and catch pan. Booths selling only commercially pre-packaged foods in their original containers are exempt from a handwash set-up.

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## Employees

- Disposable gloves and hair restraints must be provided for all booth staff.
- An Employee Health Condition Reporting Sign or an agreement signed by each employee that details the employee health reporting policy must be at the booth. This sign is available at EPH or [www.hcph.tx.org](http://www.hcph.tx.org).
- The booth must have at least one person on-site who has a minimum of a state accredited **Food Handler Certification**. Information on the HCPH Food Handler Certification is available at [www.hcph.tx.org](http://www.hcph.tx.org) or on the Texas Department of State Health Services website. This includes non-profit event volunteers.
- No one shall eat, drink, or smoke while preparing food.

## Facility

- Water must come from an approved source for food preparation, handwashing, warewashing, and sanitizing.
- Waste disposal facilities or containers must be provided to retain all liquid and solid waste and wastewater.
- Toilets must be available.
- The booth must have walls and ceilings to protect from weather, windblown dust, birds, and debris. All food preparation and contact surfaces must be protected from contamination by the public and pests.
- The booth floor must be free of water accumulation on a non-absorbent, hard surface (concrete or asphalt) unless covered by mats, removable platforms, or duckboards to control dust and mud.
- The temporary permit must be onsite and posted in public view.

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