



**PARKS AND RECREATION DEPARTMENT
2021 ATHLETIC SPORTS AGREEMENT**

CITY OF ANGLETON

POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

This policy for use of City of Angleton Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is a non-profit organization under the terms of a 501(C)(3) status of the Internal Revenue Service that conducts its own affairs within the framework of policies established by the City of Angleton for use of city facilities and recommended by the Parks Board.

CITY OF ANGLETON

ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

PARTIES:

The City of Angleton, hereinafter referred to as the "City." And the City of Angleton Parks and Recreation Department, hereinafter referred to as "Parks." And the Angleton Sports Associations, hereinafter referred to as the "ASA," which consists of Angleton Little League, Angleton Girls Softball Association and Angleton Soccer Club are parties to this Agreement. Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit the person's name, title, address, home and work phone numbers to the Parks and Recreation Department. The ASA entities are responsible for updating their contact information as changes occur. The ASA is also responsible for notifying the City of removal or replacement of the designated contact person and shall provide the City with the contact information of their replacement within three (3) business days. The Director or Parks and Recreation, or designee, shall act as the City's liaison to the ASA.

TERM:

The term of this Agreement is from **January 1, 2022** to **December 31, 2022.**

CONDITIONS FOR USE:

The ASA shall be required to attend an annual scheduling meeting. At this meeting, the ASA shall submit their requests in writing. Written requests shall be accompanied by a proof of liability insurance naming the City as an additional insured, a list of the ASA Board of Directors with appropriate addresses, both physical and email, and phone numbers, proof of their non-profit status, practice, game and tournament schedules, security deposit, annual budget, most recent financial statement and a copy of the ASA's bylaws.

The ASA shall provide a financial report to City within 45 days following the last regularly

scheduled game of the 2021 season.

The ASA shall provide the City with a certificate of general liability insurance naming the City of Angleton as an additional insured, that includes verification of insurance coverage; including but not limited to Comprehensive, General Liability coverage including contractual liability, premises/operations and personal injury liability in the amount of a minimum of \$1,000,000 per person and \$2,000,000 aggregate; and property damage in the minimum amount of \$100,000.00 per occurrence. The certificate of general liability insurance shall be sent certified mail receipt return requested to the Director of Parks and Recreation at 901 S Velasco, Angleton, Texas 77515, after the execution of this agreement but no later than five (5) business days prior to any scheduled event(s). Failure to provide said certificate within the time frame previously stated and the failure to maintain the required coverage and valid certificate while the agreement is in place shall be cause for termination of this agreement by the City. Notice shall be given to the City by certified mail thirty (30) days prior to the cancellation or upon any material change in coverage. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the City.

The City will process a security deposit in the amount of one thousand dollars and zero cents (\$1,000.00), and the City will deduct any charges for damages or fees for cleaning and field and facility maintenance, without notice and as outlined in this contract. The remaining funds will roll over to the following year's security deposit and the difference will be due upon annual agreement renewal.

The ASA has no authority to assign or sub-lease the use of Fields/Facility. Non-ASA groups, teams or individuals seeking reserved use of city athletic facilities for tournament play may do so by delivering to the parks and recreation director or designee at least two (2) weeks prior to such tournament beginning, the following fees (fees not received two (2) weeks in advance will be denied or not considered): Three hundred dollars and zero cents (\$300.00) per tournament day without lights; three hundred fifty dollars and zero cents (\$350.00) per tournament day with lights; and a deposit of one hundred and zero cents (\$100.00) per tournament for cleaning. The deposit will be applied to the cost of clean-up, if any, and the balance, if any will be refunded. The person paying the deposit will be responsible to the City of any additional cleaning costs. The City will be responsible for facility cleanliness; and the ASA will be responsible for field prep. All revenues produced by field rentals shall belong to the ASA to aid with field maintenance cost.

The City of Angleton and ASAs are subject to temporary closures of the fields/facility due to maintenance or inclement weather. The fields/facilities shall be available for public use when such use does not interfere with the League's scheduled activities and when use is reserved at the Angleton Recreation Center.

Non-ASA groups, teams or individuals seeking use of city athletic facilities hourly or for day use may do so by completing a Pavilion and Athletic Rental application and delivering it to the Angleton Recreation Center at least one week prior to such rental, the following fees (fees not received one week in advance will be denied or not considered): Sixty dollars and zero cents (\$60.00) per hour with lights or forty dollars and zero cents (\$40.00) per hour without lights; one hundred and fifty dollars and zero cents (\$150.00) per day with lights or one hundred dollars and

zero cents (\$150.00) per day without lights. A deposit is not applied for hourly rentals but a deposit of one hundred dollars and zero cents (\$100.00) is enforced for daily rentals. The deposit for daily rentals will be applied to the cost of clean-up, if any, and the balance, if any will be refunded. The person paying the deposit will be responsible to the city of any additional cleaning costs. A scheduled of reserved use must be provided to the ASA. All revenues produced by field rentals shall belong to the ASA to aid with field maintenance cost.

A written agreement between the City and the ASA that exclude Board Members with non-ASA groups to not be charged the field rental fee. Board Members volunteer numerous hours to the City to allow their respective organization to operate as well as maintenance the fields. This written document will be received quarterly.

When dealing with contract laborers, the ASA will file the appropriate 1099 and any other required IRS filings. Payments should reconcile to game schedules.

All Organizations shall conduct background checks on all volunteers and/or paid employees who will interact with youth, and shall maintain documentation of completed background checks for review upon request by the City. If the background checks reveal that an employee or volunteer is unsuitable for working with youth, the ASA shall not allow the volunteer or employee to interact with youth. A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes:

For purposes of this policy guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

SEXUAL OFFENSES

- **All Sex Offenses** Regardless of the amount of time since offense.

Examples include: sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

- **All Violent Felony Offenses** - Regardless of the amount of time since offense.

Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

- **All Non-Violent and Non-Sexual Felony Offenses** within the past ten (10) years.

Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- **All Violent Misdemeanor Offenses** within the past seven (7) years

Examples include: assault, family violence assault, failure to stop and give information, theft, etc.

- **Two or more Misdemeanor Drug and Alcohol Offenses** within the past seven (7) years.

Examples include: driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case does not meet the criteria for the disqualification as listed above, the individual would then be cleared and reinstated.

SPECIAL USE OF FACILITIES:

At any time, the City reserves and retains the right to use the fields/facility and all public park facilities for City-approved events including, but not limited to, hosting athletic leagues, tournaments, special events, programs that enhance economic development for the City as well as during an emergency. The City will make every effort to schedule City-approved events during dates and times that do not conflict with the ASA's previously submitted calendar, and scheduled activities. If the City's use conflicts with the ASA's calendar, and scheduled activities, the City will notify the ASA as soon as the City is aware of the date and time of the City-approved event on the fields/facility.

FACILITY KEYS:

Prior to the execution of this Agreement, the Parks & Recreation Department shall provide the ASA with two sets of keys to all locks at the beginning of the season(s). If the City determines it is necessary to change the locks, ASA will be notified and new keys will be distributed. If the ASA is requesting locks be changed, they must contact the Parks & Recreation Department.

PARKING:

Unless specifically marked, parking spaces at sports complexes are not reserved and are available on first-come, first-served basis.

SIGNAGE:

The ASA is granted the right to solicit advertising boards at each complex. Signs placed on fencing are limited to no larger than one fence panel in length (10 feet). Signs will be limited on outfield fencing to the area between the foul poles. **Two (2) sponsorship signs are allotted backstops above the top cross bar, facing viewers.** The signs shall not be longer than 4 x 6 feet and they shall not obstruct the view. Signs along the interior gates along walkways shall not be longer than 4 x 6 feet. **ASA is allowed to install dugout signs.** The City reserves the right to review and approve potential advertisers and sign content prior to installation and can mandate sign removal if, under the City's sole discretion, the sign is not in compliance with this agreement, city ordinance, state law, or for any other reason the city deems fit for removal.

CONCESSION AND STORAGE BUILDINGS:

The City has provided a facility containing storage and concession facilities. The City agrees to maintain utility service to the concession and storage structure's various components including, electrical, plumbing, roofing and other systems that contribute to their safe and efficient operation. The City shall inspect the concession stand two (2) weeks prior to the first game of the season **and no later than two (2) weeks after the last game of the season**. The ASA agrees it will solely operate appliances in the concession stand or storage rooms during league games, tournaments and outside tournaments. All revenues produced by concession operations shall belong to the ASA. The ASA is responsible for meeting all applicable federal and state laws, ordinances and codes regarding the following: sales tax, safety and any other issue relative to concession operations.

RESTROOM FACILITIES:

The City has provided a facility containing restroom facilities. The City agrees to maintain utility service to the restroom's various components including, electrical, plumbing, roofing and other systems that contribute to their safe and efficient operation. The restroom facility will remain open to the public for use. The City will provide weekday custodial services for the restroom facility. The ASA is responsible for ensuring that restrooms are stocked with hand soap, toilet paper and paper towels, at the ASA's expense during the ASA's use of the facilities, including during tournaments, to assure restrooms are clean and operable. The ASA must ensure restrooms are clean, free of litter, vacant, water is turned off, and lights are turned off before leaving fields. City employees forced to clean restrooms, outside of weekday custodial services, will result in a fee of twenty dollars and zero cents (\$20.00) per man hour being deducted from the ASA security deposit.

DAMAGES AND VANDALISM:

The ASA assumes responsibility and will bear the cost for repairs to the fields/facilities due to any damage caused by the ASA's activities. If the ASA does not pay for the repairs, the City shall pay for the repairs out of the ASA's deposit, and the ASA forfeits the right to any additional use of the fields/facilities until the deposit is replenished. The City will bill the ASA for any cost which exceeds the current balance of the security deposit. The ASA is responsible for immediately notifying the City in the event of any malfunction or damage to City infrastructure or City property.

ASA's with access to facilities shall make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks and Recreation Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA, in which

case, the ASA will be solely responsible for all costs and repairs. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, plumbing systems, or others upon review and permission of the Parks and Recreation Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc. not owned by the City.

PARK AND ATHLETIC FACILITY ORDINANCES:

ASA agrees to comply with all city ordinances, including Code of Ordinances, Chapter 17, Article III, Use of Public Parks, and all state laws. ASA agrees to promptly notify the Angleton Police Department of any violations of federal laws, state laws or city ordinances on the fields/facilities as soon as they come to the attention of the ASA Officials.

FIREARMS:

It is unlawful for any person to carry a trapping device or carry or discharge any firearm, pneumatic weapon, including but not limited to, a BB gun or pellet gun, spring-gun, cross-bow, bow and arrow or slingshot on or over any park; except as otherwise provided by law, it is an exception to this section if a person: carries in a park a concealed handgun, or a handgun in a shoulder or belt holster, or any other firearm, and is not prohibited from doing so under applicable Federal and State law, including Texas Penal Code Chapter 46 and Texas Government Code Ch. 411 Sub Chapter H (Handgun Licensing Law).

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

The ASA will provide general maintenance of fields/facilities so that it may be used safely and efficiently. General maintenance includes mowing, watering and trimming along fence lines, light poles, sidewalks, bleachers, buildings, restrooms and concessions areas etc. throughout the contract term.

Proper maintenance shall include: expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. ASA shall mow the turf infields at their respective complexes throughout their playing seasons. All ASA may be required at the request of the Parks and Recreation Director to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks and Recreation Director. City employees forced to maintain fields/facilities will result in a fee of Twenty Dollars and Zero Cents (\$20.00) per man hour, in addition to cost of supplies, being deducted from the ASA security deposit.

The ASA shall also be responsible for any chemical applications, including insecticide and herbicide applications. Regulated chemicals must be applied by a licensed applicator and the ASA must notify the City at least one week prior to the application of any chemical.

The ASA is responsible for correcting hazardous conditions related to the ASA's activities.

The ASA is also responsible for, and shall pay for specific sports requirements including, but not limited to, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.

The ASA shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). ASA shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes.

The ASA shall remove trash debris and litter from dugouts, around concession stands, playing fields, facilities/buildings, parking areas, and common areas. All trash, debris and litter shall be deposited in dumpsters on the park grounds.

Storage of equipment or materials needed to operate must be contained locked storage room(s) or receptacle(s) placed in a City-approved location. The City is not responsible for the damage, loss or theft of any equipment, supplies or materials stored by the ASA.

The City shall provide field lights for ASA's scheduled activities. If ASA activities end early and prior to the time previously submitted in the schedule provided to the City, ASA will contact the Parks and Recreation Director, or designee, to advise them that the lights may be turned off.

Work requests shall be called or emailed to the Parks and Recreation Director, or designee. Please give ample notice so Parks can schedule repairs.

THE CITY OF ANGLETON WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF, AND WHEN, THE CITY OF ANGLETON DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED AND/OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY- FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS AT THE EXPENSE OF ASA.

Signature of Acknowledgement

ASA Organization

POLICING REQUIREMENTS:

The City expects each ASA to not leave trash/recycling containers full or overflowing during and after their activities. In addition, all ASAs, organizations and individuals should make every effort to police the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpsters on the park grounds.

ENHANCEMENTS:

Requests for improvements and enhancements to fields or facilities must be submitted in writing to the Parks and Recreation Director at least thirty (30) days prior to the desired date of installation or improvement. The ASA shall not install, build or perform any type of facility or property improvements without the prior written consent of the Director of Parks and Recreation or designee. All improvements may require Council action and must meet the City's inspection codes and/or ordinance requirements. These improvements and enhancements include, but are not limited to, enlarging ball fields, establishing new fields, cutting trees, extra landscaping, modifying irrigation systems, constructing buildings, and installing scoreboards, bleachers, netting and

batting cages.

The ASA shall be responsible for the maintenance and upkeep of any improvements and enhancements to property or facilities that are made by the ASA after City approval.

All improvements to fields and facilities shall become the property of the City. Nothing in this Agreement shall be construed as a grant of ownership rights to the ASA. All ownership and property rights remain with the City.

The City retains the right to remove such property improvements or enhancements.

EMERGENCIES AND ACCIDENTS:

ASA, organizations and individuals shall report any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Angleton Police Department at (979) 849-2383. The Police Department will contact the proper on-call staff representative.

CAPITAL IMPROVEMENT PROJECTS:

If ASA desires the City to consider funding specific capital improvement projects. ASA shall submit in writing a detailed description of the type of project for consideration (i.e., scoreboards, bleachers, etc.). Written requests should be submitted to the Parks and Recreation Director by February 1 of each year in order to be reviewed and approved by the Parks Board for consideration in the following fiscal years' program budget. The City's fiscal year runs October 1 - September 30. Approval of projects is based on priority need and available funding.

TERMINATION CLAUSE:

ASA using City of Angleton Athletic Facilities may terminate their relationship with the City of Angleton voluntary or involuntary with at least ten (10) days advance written notice sent to the Parks and Recreation Director. Voluntary termination shall constitute a written letter of intent sent to the Parks and Recreation Director from the ASA. Upon such notification, the Parks and Recreation Director or designee shall conduct a walk-through inspection of the park premises and structures for damage and collect all keys to park facilities prior to issuing any refundable deposit. Involuntary termination shall constitute any association who fails to perform to the expectations outlined in the aforementioned sections of the Athletic Facilities Policy. As such, the ASA shall be subject to loss of park use privileges up to and including termination as a recognized ASA and forfeiture of any refundable deposit paid by the ASA. In the event of an involuntary termination, the Parks and Recreation Director shall provide written notice to the ASA listing any/all violations and allow the ASA reasonable time to bring all violations into acceptable and sustained compliance within five (5) business days of said notice.

INDEMNIFICATION:

THE ASA SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM LIABILITY FOR ANY AND ALL CLAIMS, LOSS, DAMAGES, DEMANDS, INJURY, COST, EXPENSE, CLAIM, OR JUDGEMENT, FOR CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE ARISING FROM THE WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF THE ASA, ITS AGENTS OR EMPLOYEES OR CAUSED BY OR ALLEGED TO BE CAUSED BY OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF THE WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF THE ASA IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO TAKE PLACE AT THE FIELDS/FACILITIES.

NOTICES:

All notices must be in writing and shall be deemed validly provided if given by personal delivery or if sent by certified mail, postage prepaid, return receipt requested, addressed as shown below (or to any other address that the party to be notified may have designated to the sender by like notice)

CITY: City of Angleton
Director of Parks and Recreation
901 S Velasco
Angleton, Texas 77515
Telephone: (979) 849-4364 ext. 4101
Email: scrouch@angleton.tx.gov

Angleton Sports Association:

Telephone _____
Email _____
Fax _____

CITY OF ANGLETON, TEXAS

ANGLETON SPORTS ASSOCIATIONS:

Chris Whittaker, City Manager

Print Name: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Attest:

Frances Aguilar,
City Secretary

