



**PARKS AND RECREATION DEPARTMENT  
2023 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 as recommended by the Parks Board.

## CITY OF ANGLETON

### ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

#### **PARTIES:**

The Parties to this *Athletic Sports Agreement* (the "Agreement") are the City of Angleton, Texas (hereinafter referred to as the "City"), the City's Parks and Recreation Department ("Parks"), and the Angleton Sports Associations (the "ASA"). The ASA, collectively, consists of the Angleton Little League, the Angleton Girls Softball Association, and the Angleton Soccer Club (each, an "ASA Organization"). Hereafter, the City, Parks, and the ASA may each singularly be referred to as a "Party" or, collectively, together as the "Parties." Each ASA Organization shall designate one (1) person to act as the contact person for that ASA Organization and shall submit the person's name, title, address, home and work telephone numbers to Parks. The ASA Organizations are responsible for updating their contact information with Parks as changes occur. The ASA is also responsible for notifying the City of removal or replacement of an ASA Organization's designated contact person and shall provide the City with the contact information of their replacement within three (3) business days. The Parks Director, or designee, shall act as the City's liaison to the ASA.

#### **TERM:**

The term of this Agreement is from **January 1, 2023** to **December 31, 2023**.

#### **CONDITIONS FOR USE:**

The ASA shall be required to attend an annual scheduling meeting. At this meeting, the ASA shall submit their requests for use of the City's recreational facilities 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 Organization's Board of Directors with appropriate addresses, both physical and email, and telephone numbers; proof of non-profit status; practice, game, and tournament schedules; security deposit; annual budget; most recent

financial statement; and, a copy of the ASA Organization's bylaws.

The ASA shall provide a financial report to City within forty-five (45) days following the last regularly scheduled game of the 2023 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, workers' compensation according to statutory limits or employers' liability, and auto coverage with Texas state minimum coverage limits. The certificate of general liability insurance shall be required to be provided by the ASA and the ASA Organizations at the annual scheduling meeting. Failure to provide said certificate or failure to maintain the required coverage and valid certificate while this 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 insurance or policy coverage. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the City.

Each ASA Organization shall remit to the City a nonrefundable security deposit in the amount of One Thousand Dollars and No Cents (\$1,000.00) (the "Security Deposit"). The City will deduct any charges for damages to the City's recreational facilities or for fees for cleaning and for field and facility maintenance, without notice and as outlined in this Agreement. The remaining Security Deposit funds will roll over to the following year's security deposit and the difference will be due upon annual agreement renewal.

The ASA and the ASA Organizations have no authority to assign or sub-lease the use of the City's recreational facilities. Non-ASA organizations, groups, teams, or individuals seeking reserved use of the City's recreational facilities for tournament play may do so by delivering to the Parks 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): Two Hundred Dollars and No Cents (\$200.00) per tournament day without lights; Two Hundred Fifty Dollars and No cents (\$250.00) per tournament day with lights; and a deposit of One Hundred Dollars and No Cents (\$100.00) per tournament for cleaning (the "Tournament Deposit"). The Tournament Deposit will be applied to the cost of clean-up, if any, and the balance, if any, will be refunded. ASA Organization paying the deposit will be responsible to the City for any additional cleaning costs. The City will be responsible for facility cleanliness preparing the field.

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

Non-ASA organizations, groups, teams, or individuals seeking use of City recreational 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 (1) week prior to such rental along

with the following deposit (fees not received one (1) week in advance will be denied or not considered): Twenty Dollars and No Cents (\$20.00) per hour with lights or Fifteen Dollars and No Cents (\$15.00) per hour without lights; One Hundred and Fifty Dollars and No Cents (\$150.00) per day with lights; or One Hundred Dollars and No Cents (\$100.00) per day without lights. This deposit is not applied for hourly rentals but a deposit of One Hundred Dollars and No 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 for any additional cleaning costs. A scheduled of reserved use must be provided to the ASA.

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 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 or facilities 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 or in the facilities.

### **FACILITY KEYS:**

Prior to the execution of this Agreement, Parks shall provide the ASA with two sets of keys to all locks at the beginning of the athletic season(s). Requests for the purchase of additional keys may be made in writing to Parks. A \$50.00 fee will be assessed for each key that is lost or not returned. If the City determines that it is necessary to change the locks, ASA will be notified and new keys will be distributed. If the ASA is requesting that locks be changed, they must contact Parks and the requesting ASA Organization will incur a replacement fee of \$25.00 per key, \$35.00 per core, and \$75.00 per padlock.

### **PARKING:**

Unless specifically marked, parking spaces at the 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 sports 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. 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, the City's Code of Ordinances, 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 athletic season and no later than two (2) weeks after the last game of the athletic 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 restrooms. 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, and vacant and that the water and lights are turned off before leaving the fields. City employees forced to clean restrooms, outside of weekday custodial services, will result in a fee of \$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 and 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 Security Deposits, and the ASA forfeits the right to any additional use of the fields or facilities until the Security 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 Organizations 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 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 heaters, electrical and

lighting systems, plumbing systems, or other equipment upon review and permission of the Parks 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 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 the 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 or in the fields or facilities as soon as they come to the attention of the ASA.

**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, field, or facility. 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 Chapter. 411, Subchapter H (Handgun Licensing Law).

**MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:**

The ASA will provide general maintenance of fields and facilities so that they 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 throughout the term of this Agreement. The City of Angleton will reserve the right to cancel or postpone any activity on any sports field or in any facility, which is not in safe condition due to vandalism, overuse, or weather.

The ASA will follow the City of Angleton Parks & Recreation “Athletic Complex Maintenance Standards,” enclosed as Appendix A, as amended, and provide general maintenance, weekly mowing, trimming, and edging of the sports complexes and fields so that they may be used safely and efficiently. Proper maintenance shall include: expertise, labor, and equipment to provide sports-specific, industry accepted, turf maintenance practices and techniques in order to keep the turf in playable condition. ASA Organizations shall mow the turf at their respective complexes throughout their playing seasons. All ASA Organizations may be required at the request of the Parks Director to mow playing turf during scheduled seasonal play. This does not preclude the use of turf areas by other organizations if approved by the Parks Director. City employees forced to maintain turf or facilities will result in a fee of \$20.00 per man hour, in addition to cost of supplies, being deducted from the ASA Security Deposit.

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 and boundary lines, dragging infields, and screening.

The ASA shall furnish and maintain their own equipment, materials, and 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 and 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 must be contained in 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 Director, or designee, to advise them that the lights may be turned off.

The City shall be responsible for any chemical applications to the field or within the sports complexes, including insecticide and herbicide applications. Regulated chemicals must be applied by a licensed applicator and the City will notify the ASA at least one (1) week prior to the application of any chemical.

Parks has a work order system. The purpose of the system is to provide park maintenance personnel with documentation in order to better serve and track facility repairs, maintenance activities, and service requests. Its intent is to provide a better means of communication between persons requesting service and park maintenance personnel concerning park facilities. Material or work requests shall be called or emailed to the Parks Superintendent and ample notice should



be given to order materials or schedule repairs.

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**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

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**POLICING REQUIREMENTS:**

The City expects each ASA Organization to not leave trash or recycling containers full or overflowing during and after their activities. In addition, the ASA, all ASA Organizations, and affiliated 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 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 Parks Director or designee. All improvements may require action and approval by the City Council and must meet the City's inspection codes and 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 the fields or facilities that are made by the ASA after City approval.

All improvements to the 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, ASA Organizations, and all affiliated individuals shall report any and all accidents that require medical attention by health care professionals to the Parks Superintendent. Accidents involving the condition or maintenance of facilities should be reported to the Parks 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 the ASA desires the City to consider funding specific capital improvement projects, the ASA shall submit, in writing, a detailed description of the type of project for consideration (e.g., scoreboards, bleachers, etc.). Written requests should be submitted to the Parks 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 to September 30. Approval of projects is based on priority of need and available funding.

### **TERMINATION CLAUSE:**

ASA Organization's using the City's facilities or fields may voluntarily terminate their relationship with the City with at least ten (10) days' advance written notice sent to the Parks Director. Voluntary termination shall constitute a written letter of intent sent to the Parks Director from the ASA. Upon such notification, the Parks Director or designee shall conduct a walk-through inspection of the facilities or fields for damage and collect all keys to City facilities prior to issuing any refundable deposit.

This Agreement may be terminated upon any ASA Organization's failure to perform or adhere to the rules and expectations outlined in this Agreement as well as the Athletic Facilities Policy. Upon such termination, the violating ASA Organization shall be subject to losing the privilege of using the fields and facilities, terminating that ASA Organization's recognition as a part of the ASA, and forfeiture of any refundable deposit previously paid by that ASA Organization. In the event of such a termination, the Parks Director shall provide written notice to the ASA Organization, listing any and all violations, and allow the ASA Organization 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 PROPERTY DAMAGE ARISING FROM THE WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS OF THE ASA, THE ASA ORGANIZATION'S, THEIR 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:**  
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\_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Fax \_\_\_\_\_

**CITY OF ANGLETON, TEXAS**

**ANGLETON SPORTS ASSOCIATIONS:**

\_\_\_\_\_

\_\_\_\_\_

**Chris Whittaker, City Manager**

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Attest:**

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**Michelle Perez,**  
**City Secretary**