



**Facility Use Agreement for Joshua Youth Football and Cheer Association
City of Joshua
Parks and Recreation Department**

This Facility Use Agreement, herein called "Agreement" is made and entered this 1st day of February, between the City of Joshua, herein called "City", and the Joshua Football and Cheer Association, herein called "Association". The City reserves the right to amend this document as necessary with the consent of the Association.

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

The Association utilizes public athletic facilities that are provided and maintained by, and at the cost of, the City. In return for the use of those facilities, the Association hereby agrees to abide by the following standards, requirements, and guidelines set by the City for all recreational youth sports. Failure to abide by these standards and guidelines could result in restriction of facility use and/or the cancellation of the Agreement.

At all times, the Joshua Parks and Recreation Department is responsible for administering City and Joshua Parks Department policies regarding all City-owned or leased parks and athletic facilities. The Joshua Parks and Recreation Department will take appropriate action regarding misuse of the facilities and/or misconduct by participants.

Section 1: Terms of the Agreement

Spring season will be defined as the period during the months of February through May, inclusive, during which teams are practicing or playing scheduled games, which period shall begin no earlier than one (1) month from the date of the first scheduled game and no earlier than February 1st and end no later than May 31st during the terms of this agreement.

Fall season will be defined as the period during the months of August through November, inclusive, during which teams are practicing or playing scheduled games, which period shall begin no earlier than one month from the date of the first scheduled game and no earlier than August 1st, and end not later than November 30th during the terms of this agreement.

Additional time and/or field usage may be permitted as mutually agreed upon by the City and the Association.

Section 2: Field Allocation

Both the City and the Association agree that these allocated fields are owned by the City and provided for the benefit of all citizens of Joshua. The City shall always maintain final approval over the use of these fields. The City reserves the right to use any field for other events or programs. The City reserves the right to change field or concession assignments.

Section 3: Facility Use Requirements and Rogue Play

The Association shall not assign this lease, nor shall it sublease or rent out any property of the City without prior written consent of the City in the form of a permit. This provision includes any practices, camps, scrimmages, tryouts and/or tournaments. Teams, whether recreational or select, must be registered as a member of the Association to receive game and practice privileges. Teams not registered with the Association should not be given practice or game privileges as this would be considered subletting the fields. Any other activities not described above may be presented to the Parks Manager for consideration.

The City reserves the right to utilize the facility(s) when league games are not scheduled. If the facility(s) is abandoned, the agreement is terminated. All final decisions concerning scheduling will be made by the City.

Due to the necessity of inter-league play to complete some leagues, the Association shall ensure that Joshua Association representatives are present during interlocking league games. The City reserves the right to require all schedules and rosters for non-Joshua residents and interlocking teams.

The City will have the final say on field playability, in its sole discretion. In certain situations, an Association representative will be called, and a joint decision will be made on site. Please see Section 4: Field Closure Procedures.

Driving a vehicle inside the athletic facilities and beyond designated roadways and parking lots is prohibited unless Association representatives are loading or unloading supplies.

During these situations:

1. Vehicles must remain on paved areas while in the facility.
2. Vehicles must immediately return to designated parking areas when finished.
3. Association activities such as practices and games may not be taking place.

The Association shall not perform any construction, maintenance, repair, or alteration to the facility (unless

permitted or required by this Agreement), without the prior written consent of the City. All capital and/or permanent improvements made to the facility shall become property of the City.

Association board members, commissioners, and staff are expected to enforce the City of Joshua's policy regarding playing on fields without a permit. If rogue play is seen, the violators should be asked to leave and told they are not able to use the fields without a permit. If violators refuse to leave, please call the Police dispatch at 817-556-6060.

The Association will adhere to all City and Joshua Parks and Recreation Department ordinances and policies.

The Association shall not engage in any business at the facility(s) or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances or use the same in such manner as to constitute a nuisance.

Section 4: Field Closure Procedure

Weekdays:

1. Joshua parks staff will monitor field conditions and weather conditions throughout the day. If a decision on field status is made before 3:00 pm, Joshua parks staff will text appropriate Association representatives and City staff with that decision. The field status decision will remain in place until the field and/or weather conditions change.
2. If the Association representatives disagree with Joshua park staffs' decision, they are to contact Joshua parks on-call as soon as possible to meet on-site and discuss. (817-357-9802)
3. Field status decision is based upon field condition and/or current weather conditions.
4. The final decision on field status for the evening is to be made by Joshua Parks staff by 3:00 pm and put in the Field Status group text.
5. After 3:00 pm, it is the responsibility of the Association to close the fields due to field conditions and/or weather conditions.
6. It is the responsibility of each Association to notify its participants.

Weekends:

1. It will be the responsibility of the Association to monitor field conditions and weather conditions and close/open the fields due to field conditions and/or weather conditions. An Association representative will notify Joshua parks staff with that decision.
2. If Association representatives disagree on field conditions, they are to contact Joshua parks on-call as soon as possible to meet on site and discuss. The decision on the field status by the Joshua parks staff is final. The Parks and Recreation Department reserves the right to change the field status throughout the day based upon current field condition and/or weather conditions.
3. It is the responsibility of the Association to notify its participants.

Section 5: Concession Stands and Vendors

The Association may operate concession stands under the following guidelines:

1. If permanent City concession stands are available on the premises, they will be available to the Association that have games scheduled at the location.
2. The Association is only permitted to run a concession stand if it has a current signed Agreement in place with the City.
3. The City shall be responsible for:
 - a. Off-season winterizing of plumbing fixtures and cutting off all water and electricity inside the concession stand following the end of the fall season, or when freezing temperatures are prevalent.
 - b. Installation, maintenance, and service of telephones and alarm systems, if applicable.
 - c. Maintenance and repairs to the electrical and plumbing inside the building.
 - d. Maintenance and repairs to the outside of the building.
 - e. Adequate trash receptacles shall be furnished by the City.
4. The Association shall be responsible for:
 - a. Policing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc., generated by the concession stand. The association will be responsible for placing any litter generated by the concession stand in the on-site dumpster.
 - b. Cleaning the concession stand and restroom at the end of each day's use. ensure the equipment is properly turned off and all doors are locked at the end of each day's use.
 - c. Inside the building to include fixtures, appliances, general cleanliness, and all equipment necessary for storage, preparation and serving food using appropriate food handling practices.
 - d. Security of the building by setting alarm systems, if applicable.
 - e. Contents of the building and to secure insurance for all contents owned by the Association.
 - f. Keeping on only the essential appliances during the season's non-use times. Only refrigerators and freezers (and not air conditioners) may always be left on. Ice machines shall be unplugged, and water lines unhooked during the off-season.
5. Non-compliance with concession and litter collection may result in forfeiture of concession privileges by the Association.

Section 6: League Management

The Association shall submit or have available online:

1. Full game schedules one (1) week prior to the first league game.

2. A copy of their most recent bylaws.
3. Names, position title, best contact phone number and email address of all officers and board members within two (2) weeks after election or appointment.
4. The Association shall collect a \$24.00 maintenance fee per player per season. Any team including "Select Teams" that are not a part of the Association may not use the fields unless a separate agreement with the City has been established. The maintenance fee must be paid to the City on or before the last day of the month prior to the first game of the season being played by the Association. The Association shall warrant to the City a list of the number of players, along with the player names participating in each activity and the number of players for which they have been admitted to the program or accepted a fee from for play.
5. In Addition, for tournament play, the Association shall pay to the City a fee of \$100.00 per team for any team that participates in tournaments scheduled at the Joshua City Park Facility. The City shall have the right to verify such reports by audit or examination of team rosters or other documents indicating the number of players participating in the Association activities.
6. **Before practices or games can begin, the Association must have mandatory background checks completed on all board members, coaches, and referees/officials. All background checks will be submitted or otherwise made available to the City prior to any scheduled events. Background checks need to be completed annually.**

To assure fiscal control, the Association will:

1. Keep all financial records in accordance with IRS regulation for 501(c)(3).
2. Submit documentation that verifies valid nonprofit or 501(c)(3) status. If an Association loses their nonprofit status from the IRS or State of Texas, the City must be immediately notified in writing. The Association must get reinstated no later than one (1) month prior to the start of the upcoming season, or the Agreement will be terminated.
3. If the Association's accounting practices are found to be fraudulent or mismanaged, the City reserves the right to suspend or cancel the Agreement.
4. The Association's budget and financial documentation may be requested at any time and will be sent to the Parks and Recreation department within three (3) business days of the request.
5. To ensure the City is a good steward with publicly funded fields, an independent financial audit may be conducted once per year of the Association's financial records.

End of Season Information (ESI) sheets will be sent to the Association at the completion of each agreement. ESI sheets are to be completed by the Association and returned to the Parks and Recreation Department within one (1) month of receiving the ESI. Once ESI sheets have been received by the Parks and Recreation Office, end of

season invoices will be sent to the Association.

A new agreement cannot be signed until the previous season is paid for and the Association is in good standing with the City.

The following requires written permission from the Joshua Parks and Recreation Department:

- Ability to charge a gate fee for entry into a City owned facility.
- Extend the light use within a City owned facility outside the hours of 5:00 a.m. to 11:00 p.m.

Section 7: Association Meetings

The Joshua Football and Cheer Association is an approved Youth Sports Association with a Facility Use Agreement in place with the City. The Joshua Football and Cheer Association and City staff will meet quarterly at a location to be announced by the City. At least one representative from the Association must be present at each scheduled meeting.

Section 8: Indemnification

The Association shall indemnify and hold harmless the City of Joshua, its agents, officials and employees, and any umpire or official from any and all claims for bodily injury, illness, death, personal injury, and property damage arising out of the activities of the Association and its members in exercising its rights under this contract. The Association shall provide the City with a copy of its policy naming the City as additionally insured at least one (1) week before practice begins.

The Association shall be required to carry commercial general liability insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$250,000 for each occurrence, and not less than \$500,000 in the aggregate. It is also recommended that the Association purchase an accident policy with \$5,000 coverage to assist participants with minor medical bills.

During the performance of the Agreement, the Association shall maintain the above insurance with an insurance company licensed to do business in the State of Texas and must have an AM Best rating of at least A:VII..

Section 9: Default

A default of this Agreement shall result in the termination of this Agreement. Any termination of this Agreement will be made with a 30-day notice of the right to cure within ten days of the receipt of said notice provided however that if default endangers the safety of the public or any member thereof, or endangers the facility, notice shall be that which is practical under the circumstances and the cure time shall be as demanded. The following shall constitute defaults under this Agreement:

1. The failure of the Association to make any monetary payment required hereunder.
2. The violation by the Association of any rules of the facility or the terms of this agreement.
3. The Intentional destruction of any property.
4. Interference with the rights of other persons by the Association or its members and the failure to cure same.
5. Default of the Association under any other agreement between the Association and Type B Park Board and or the city.

Section 10: Risk of loss

1. The risk of loss to any property of the Association or injury to any member, invitee, or guest of the Association shall be borne by the Association.
2. The Association assumes all risk of playability and availability of the facilities. Any rain damage, wet fields, natural disasters or other stoppages of play or use of the facility and the risk thereof shall be borne by the Association.

Section 11: Sponsor Signs

Associations with a current Agreement on file with the City of Joshua will be permitted to post sponsor signs on allocated fields with the following guidelines: City ordinance {6.06.001-3.06.016}

1. City will review proposed sign content and have final approval prior to the production of the sign.
2. Sign content must reflect only individuals, groups, or businesses that are donating funds or other means of direct sponsorship support to the Association.
3. Signs must adhere to all City codes, including the Sign Ordinance {6.06.001-3.06.016}
4. Signs must be professionally lettered and of a neat and attractive nature.
5. Signs shall not contain any electronic messages, internal or external lighting or moving parts of any kind.
6. All sign installation methods and locations must be approved by the Parks Manager and will be performed by the Association.
7. The Association shall regularly inspect all signs for necessary repairs.
8. The City shall have the right to immediately remove any sign determined to pose an imminent risk of injury to a person, damage to property, or is deemed inappropriate.

Section 12: Exhibits

It is especially provided and agreed by and between the Association and the City that the exhibits hereto attached shall be part and parcel of this agreement as if set out in their entirety; said exhibits being:

1. Exhibit "A" - City-Owned Field Maintenance Agreement

Section 13: Stipulations

Outfield practices shall be prohibited during the 2024 spring season. This is to allow time for turf grass seed to germinate and become established during the beginning of the growing season. Outfield practices may be conducted in the open field areas of City Park outside of the fenced ballfield areas. Outfields may be used during normal season games only. The decision to resume normal use will be made by the Park Manager.

Section 14: Signatures

Any violation of any of the provisions of this agreement shall result in the termination of this agreement.

This agreement is made and entered into on this day of, 1st day of February 2024 and expires on the 30th day of November 2024.

DRAFT

City of Joshua:

Parks Manager

Date

City Manager

Date

Association President

Date

DRAFT

Exhibit "A"

City Owned Field Maintenance Agreement

The City shall maintain and be responsible for the following:

- All turf areas include mowing, weed eating, fertilizing, herbicide applications and watering according to the standard athletic field maintenance schedule.
- All fences and gates, bleachers, and dugouts.
- *Playing field lighting systems:* Staff will check all field lighting systems to make sure lights are in working order at the beginning of each season. If lights need replacing during the season, the Association will need to notify the staff.
- *Restrooms* - Staff will clean restrooms each weekday during the season. Staff will take care of minor building maintenance including clogged toilets and sinks.
- *Bagged garbage* - Staff will remove all bagged garbage during normal business hours on weekdays from the receptacle to the large dumpster. Staff will be responsible for having the large dumpster emptied on a regular basis.
- *Infield dragging and preparation* - Cut outs and base paths will be raked and/or dragged three (3) days a week (typically Monday, Thursday, Friday). Days may change due to schedules, maintenance, and weather.
- *Pitching rubbers and home plates* - City will purchase pitching rubbers and home plates as needed. Additional ones will be purchased by the Association unless damaged by staff.
- *Base hardware*- The City will prepare all base inground hardware including base indicators/whiskers prior to the beginning of the agreed upon dates of the Facility Use Agreement.
- *Scoreboards* - Staff will check all scoreboards for proper working conditions at the beginning of each season. If the lights need to be replaced during the season, the association will need to notify the staff.
- Staff will be available for a "workday" with the Association if needed. Dates and times will be coordinated between the staff and the Association.
- Staff will meet with the association 3-4 weeks prior to each season and two weeks after each season's completion to discuss any problems, questions, or suggestions.

The Association shall maintain and be responsible for the following:

- Marking and cutting field lines: Before each game or as needed.
- *Litter Control:* The Association will patrol and maintain all litter and garbage on fields, dugouts, concession stands, and grounds including the parking lot. All litter and garbage will be bagged up and taken to the trash receptacles at the end of each day's use. If litter and trash have not been properly bagged and placed in the on-site dumpsters the City will notify the Association. The association will have twenty-four (24) hours to correct the problem. If trash is not collected within twenty-four (24) hours the Association shall incur a service fee of \$25 per trash receptacle to the City, and \$75 per hour for City staff to remove the litter. Or the City will hire contract laborers and will charge the expense back to the Association.
- *Concession stand area:* The Association will clean the concession stand and restroom at the end of each day's use. The Association will make sure the equipment is properly turned off and all doors are locked at the end of each day's use.
- *Hand raking cutouts and base paths:* The Association will hand rake two days a week or as needed based on schedules, maintenance, and weather. The Association will make sure that raking will be done towards the bases and not away from the base into the grass to help prevent the build-up of "lip".
- Purchasing and storing all bases
- *Bases:* the Association will be responsible for all base maintenance including base indicators during the agreed upon dates of the facility use agreement.
- *Pitcher mounds:* The Association will work, rake, water and maintain all pitcher mounds at the end of each days use or as needed. Removable pitcher mounds will be stored on the infield or on a storage rack. Pitcher mounds may not be stored against any fencing, turf, or structure.
- *End of the Facility Use Agreement:* The Association will return the playing fields to the City at the end of the agreed upon dates of the Facility Use Agreement in similar condition as received at the beginning date of the Facility Use Agreement