

**CITY OF TAYLOR, TEXAS
ATHLETIC FACILITIES JOINT USE AGREEMENT
SOFTBALL/BASEBALL**

This Agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Taylor, Texas, are utilized efficiently and safely. The City of Taylor, Texas will work with athletic organizations to cosponsor a high quality youth sports program for the Taylor community.

The parties to the Agreement are the City of Taylor, Texas herein called "CITY", Taylor Youth Baseball (TYB) & Taylor Little League (TLL) herein called "Association".

I. ALLOCATION OF FACILITIES

Each organization will be assigned facilities by the City. All organizations shall submit a written request to the City for the use of game fields. In the event two or more organizations request the use of the same facility, the City reserves the right to review and adjust scheduling to ensure that all facilities are being fully utilized.

- A. The City agrees to permit the use of City athletic facilities for the scheduling of the Association league games, practices and/or post-season tournaments, as described in Exhibit "C" Athletic Facilities Use Schedule.
- B. The Association will seek approval from the City, prior to hosting any tournaments on City Facilities.
- C. The term of this Agreement shall be from 1/1/21 – 1/1/22
- D. The terms of this Agreement will not automatically be renewed. The City will review requests each year and respond in writing to the requesting organization concerning the availability of facilities.
- E. The Association shall not assign this lease nor shall it sublease or rent out any property, or charge fees for any game or practice facility without written consent of the City. This provision includes baseball camps and tournaments.
- F. The Association shall not engage in any business on the premises or violate any existing state of federal law or municipal ordinance, or use the premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.
- G. The application for a Joint Use Agreement must be submitted a minimum of 30 days prior to the planned event.

II. ASSOCIATION/LEAGUE RESPONSIBILITIES

- A. The Association shall maintain, in effect, a general liability insurance policy, naming the City as an additional insured, in an amount of at least one million dollars (\$1,000,000) with such a policy designed to cover the cost of defense and liability for injuries suffered by competitors in the organized athletic league play at City athletic facilities.
- B. The Association shall be a non-profit association, as set forth by the Internal Revenue Service.

- C. The Association shall have an elected Board of Directors, to include a President, Vice-President, Secretary, Treasurer and a designated Field Operations Manager. The names of these officers, including addresses and telephone numbers, shall be filed with the City immediately following election or a change in office.
- D. The Association Constitution and by-laws shall be filed with the City.
- E. **The Association shall furnish a complete copy of the league practice and game schedules to the City prior to the start of the season.** The schedule must be legible and include only the games that will be conducted on City owned or operated facilities.
- G. The Association shall maintain a communication network with the City only through the President of the Association/League or the Association's/League's Field Operations Manager for facility requests or needs.
- H. On Sunday through Thursday, all the games and practices will conclude by 10:30 p.m. The lights must be out by 11:00 p.m. On Friday and Saturday the games and practices must conclude by 11:30 p.m. and the lights must be out by midnight. The City may make exceptions to the hours in accordance with the Parks Hours Ordinance.
- I. The Association shall not make any improvements to park property without the approval of the City Manager or his or her designee.
- J. The Association must comply with the provisions of this section prior to the conduct of any games.
- K. *The Association is responsible for turning on and off the lights at Bull Branch ball fields and Rotary Field. There will be only one person from the association that will have access to this control. This person must undergo light system training with the Superintendent. Under no circumstances will the association be allowed to turn on/off the lights at any other times/dates as stated in this contract. The Association will supply a cell phone contact from the Association representative in case the lights need to be turned off.*
- L. The Association representative shall provide (a) telephone number(s) or (a) cell phone number(s) of key personnel with whom the City will coordinate. Association personnel must be available by phone at any reasonable time during the contracted period.
- P. The Association agrees to pay a league recovery fee of \$5 per player registered with the league. This amount is due no later than the start of the second week of each season.

III. CITY RESPONSIBILITIES

- A. The City and Association will provide and maintain all facilities, as identified in Exhibits "A" and "B".

IV. EXHIBITS

The City and the Association do hereby agree that the Exhibits attached hereto shall be part and parcel to this Agreement, as set out in their entirety.

Exhibit "A" Field Maintenance Responsibilities

- Exhibit "B" Closure of Athletic Fields
- Exhibit "C" Athletic Facilities Use Schedule
- Exhibit "D" Checklist Requirements

V. INDEMINITY

The Association shall indemnify and hold harmless the City, its agents, officials, employees, and umpires, from any and all claims for bodily injury, illness, death and personal injury and property damage arising out of the activities or the Association and its members in exercising its rights under this Agreement.

VI. SCHEDULING

The City reserves the right to utilize facilities when league practice or games are not scheduled. If a facility is abandoned, this Agreement is terminated.

VII. DEFAULT

A violation of this Agreement shall result in the termination of this Agreement. Any termination of this Agreement will be made with a thirty- (30) day written notice.

This Agreement is made an entered into on this the 24 day of Feb 2021

Trey Krueger
Association/League President/Representative Printed Name and Signature

City of Taylor City Manager Name and Signature

EXHIBIT "A"

FIELD MAINTENANCE RESPONSIBILITIES

1. The Association shall maintain the infield and all turf areas in the outfield, which includes mowing and weed control, throughout the term of this agreement. Fields should be mowed and weed eaten at least once weekly by either participating organization. It is at the discretion of the Association's to determine the mowing/weed eating schedule.
2. The City shall perform all pre-season clay and turf maintenance to include adding clay, clay renovation, top dressing, fertilization and herbicide spraying, if scheduling of maintenance crews allows.
3. The Association shall mark field lines for scheduled league play. Standard ball field chalk should be used on infield foul lines, in turf/grass areas, water based marking paint must be used. The Association is responsible for obtaining their own ball field chalk at all facilities, except the Taylor Regional Park.
4. The Association shall drag the fields daily during regularly scheduled league games, scheduled tournaments and make-up games, as required.
5. The City shall cover any costs to repair or maintain all backstops, fences, bleachers and dugouts in a safe and secure condition. The Association shall check these items and ensure their safety prior to the start of any activity on any field. Any necessary repairs will promptly be reported to the city by the Association.
6. The City shall provide and maintain all area and ball field lighting systems. Any lamp outages shall be promptly provided to the City by the Association. It is understood that light outages will be repaired as deemed necessary by the City, in an effort to maximize the high cost of such repairs.
7. The Association is responsible for inspecting the safety of each field prior to each use. The Association should also conduct a weekly inspection of the facilities and report any maintenance needs promptly to the City.
8. The City shall be responsible for the maintenance of any turf irrigation system and watering of the fields. The Association shall not alter or tamper with the irrigation or watering system without consent from the City.
9. The Association is responsible for the conduct of its players, parents and coaches throughout the specified time period set forth in this Agreement.
10. The City shall provide electrical power for the operation of the scoreboards. All costs to maintain and/or repair the scoreboards on the assigned fields will be the responsibility of the Association. The Association agrees to contact the City to report any malfunctions and to request service to be performed on the scoreboards.
11. The City will conduct a one-time pre-season cleanup of restroom facilities. The Association shall be responsible for maintaining the restrooms in a safe and sanitary condition during the dates of this agreement. The Association shall close restrooms during the scheduled season when there is no activity. Failure to maintain restrooms in a clean condition will result in a fine of \$200. The Association **may not** close restrooms during activity (games) to avoid cleaning. The Association will monitor and maintain restrooms throughout the term of this agreement (litter collected, toilets and urinals flushed, floors swept and mopped, toilet tissue

stocked, etc.) Failure to monitor these facilities may result in the Association incurring costs associated with any damages to the restrooms.

The City will charge a \$200/field fee if fields and/or RESTROOMS are left in conditions prompting the City to clean these areas beyond normal routine maintenance. A warning will be given first to the Association/League.

12. **The Association shall be prohibited from performing any reconstructed maintenance to any athletic field areas without permission of the City.**
13. **The Association shall be responsible for the collection of all litter on game fields (gum wrappers, straw wrappers, bottles, etc.) during all games and tournaments. The Association will be responsible for the collection of litter in the dugouts, bleachers, concession areas, and adjacent grounds from all spectators, participants and coaches and be responsible for the its cleanup if not completed by spectators, parents and coaches.** All litter shall be placed in the receptacles or dumpsters provided by the City.
14. The Association is responsible for emptying trash cans into the dumpsters and for removing trash from the grounds at the conclusion of each day/night of activity. Failure to remove trash/empty cans will result is a fine of \$200.

The City will charge a \$200/field fee if fields and/or dugouts, parking lots or adjacent areas are left in conditions prompting the City to clean these areas beyond normal routine maintenance, or if trash cans are not emptied following any field activity. A warning will be given first to the Association/League.

15. The Association will prohibit its coaches and players from hitting baseballs into any fences unless it occurs in the natural course of a game. Failure to enforce this policy may result in the Association incurring costs associated with the repairs of the fencing.
16. The Association will schedule make-up games Monday through Saturday. The Association will attempt to reschedule make-up games as double headers, on open fields Monday-Saturday with shortened game times and playing make-up games towards the end of the season.

Any exception to this requires approval by the City Manager or his or her designee prior to scheduling.

EXHIBIT "B"

FIELD INSPECTION AND CLOSURE AGREEMENT

The Association will close the baseball fields under the following conditions:

1. The athletic fields are too wet for play.
2. The athletic fields need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

PROCEDURES FOR ATHLETIC FIELD CLOSURE

1. The primary responsibility to determine athletic field closure decision shall rest with the Association. Except for games/practices at the Taylor Regional Park.
2. The appropriate Association Field Operations Manager has the responsibility to inform the Association and participants concerning field closure decisions.
3. If inclement weather becomes a factor after the games have begun the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement. Each facility is also equipped with lightning Detection equipment. Patrons and field users must clear the field in the event the alarm is activated. Play may resume once an all-clear has sounded.

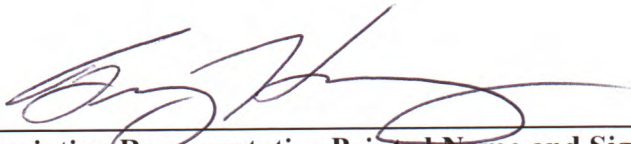
EXHIBIT "C"

**LEAGUE
ATHLETIC FACILITIES USE SCHEDULE**

The City of Taylor agrees to permit use of the following facilities for scheduling games and/or practices:
Any tournament play must be approved by the City first.

<u>Location</u>	<u>Field Usage</u>	<u>Dates</u>	<u>Day(s) Time</u>
Bull Branch			
Rotary			
Mallard			
TRPSC	Limited		

*see
attached
schedule*



Association Representative Printed Name and Signature

EXHIBIT "D"

CHECKLIST FOR THE ASSOCIATION/LEAGUE USE OF THE CITY ATHLETIC FACILITIES

- Signed Joint Use Agreement and field use policy is enclosed.
- Certificate of Insurance.
- Copy of non-profit status.
- List of Association Board of Directors
- Game and practice schedules for all fields used under this agreement.
- A written report, which includes the total number of participants, along with the payment of \$5 per player.
- Safety Plan / COVID Protocol