MEMORANDUM

To: Lisa Agnor, City Manager

From: Jack Redmon, Director of Support Services

Date: April 8, 2016

Subject: Approval of an agreement with the Marshall Youth Baseball Association for usage of Airport Park facilities

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Attached is an agreement with the Marshall Youth Baseball Association for use of the facilities at Airport Park, beginning January 1, 2016 and ending December 31, 2017. The terms of this agreement remain the same as in previous years.

This agreement has been reviewed by the City Attorney.

Usage Agreement
For Airport Park Facilities

This document shall constitute a working agreement between the City of Marshall Parks and Recreation Department **(MPAR)** and **Marshall Youth Baseball Association (MYBA)**. All rights and responsibilities of each group shall be spelled out in this document and shall carry a term beginning on January 1, 2016 and ending December 31, 2017.

Areas and times of use per this agreement
As assigned to League President by Parks Director
After consideration of all field request

Marshall Parks Department

1.) Prepare all fields and clean restrooms on a daily basis (once daily only) on approved schedule playing dates (Monday through Friday). All City Holidays will be excluded. No practices or practice game dates will qualify and preparation, cleaning, and maintenance will **Not** be performed. All fields will be mowed at least once per week (weather permitting). **All other dates, all other duties** will be the responsibility of the league. This includes all Saturdays, Sundays, and Holidays.

2.) Keep in good repair all fields, buildings and other associated facilities that are used by your league events and owned by the City of Marshall. This is subject to written notification of **MPAR** office.

3.) Pay all utility bills for your playing facility and its associated events and programs if approved prior to public publication.

4.) Constantly continue to strive toward improving your playing facility within available budgetary resources.

5.) Close all fields as deemed necessary for the safety of participants and / or for the preservation of the fields. **MPAR** will announce any field closing by 3 p.m. on regular scheduled games. If not postponed by 3 p.m. the officials working the games will be responsible to cancel or not to cancel. **MPAR** does have the right to overrule a continuance of play for any weather related safety problem, at any time.

6.) The City reserves the right to schedule special events, tournaments, clinics, etc. as needed but in coordination with your schedule **when possible.**

League Responsibility

1.) Inform **MPAR** Director and / or his designee of all meetings at least 72 hours in advance. Allow **Parks Director or his designee** to meet with all coaches before any practice or game activity begins.

2.) Have all schedules approved by **Parks Director or his designee** in advance of their issuance to the public.

3.) Have **Parks Director or his designee** approval of all schedule changes. **(No Parks Director approval means there are no games.)**

4.) League officers must schedule any potential meeting to be held in city facilities with the appropriate agency and they are subject to availability.

5.) Will provide **Parks Director or his designee** with a complete list of all coaches, league officials and head officials (umpires); their home address and phone numbers (work and home). This must be provided before a schedule will be considered.

6.) Leagues must guarantee that any time fields are closed by **Parks Director or his designee** that no league activity shall take place until Parks Director or his designee reopens facilities. Any coaches or **officials who violate this rule will forfeit all rights to practice at any city facility for one year.**

7.) Will notify **Parks Director or his designee** in writing of any field or related facility problems that affect the safety of any facility or participant of your program.

8.) Will handle all operational and disciplinary problems within your program in regards to players, coaches and / or officials. Because of the potential for liability problems, the City of Marshall reserves the right to review any decision with authority to make their ruling the final decision.

9.) No league shall be allowed to remove or ban anyone from a city public park. Participants may be removed from the immediate game area only, unless the infraction involves profanity, threat of physical violence, or the use of alcohol, which can only be implemented through the Marshall Police Department.

10.) All programs must understand that facilities do not have access to any phone and that responsibility falls to the league to contact any emergency personnel as needed. It should be further understood that **no security will be provided by the City of Marshall Police Department**. Security of the entire complex during the game or practices is totally the responsibility of the league or leagues.

11.) The use of any city facility for any league activity is restricted to only the areas contracted for herein and / or authorized by issuance of a permit by the **Parks Director or his designee**. Any violation of this will result in removal by the Marshall Police Department and / or **Parks Department** employees. **No practices will be allowed on any game ready field.**

12.) All leagues will pay a user fee, per sport, and per season. The League will pay the City the sum of $60.00 per team participating in League play to be paid **by end of the regularly scheduled play season** .

13.) All leagues will be allowed to use the field preparation equipment but all leagues shall be liable for replacement and damage to these items. Arrangements for usage of equipment must be made in advance and agreed to by **City of Marshall.**

14.) Each league will be supplied a key to all areas associated with your program. It will be the responsibility of the league to unlock and relock all facilities, **turn lights and other power on and off**, and appropriately close all facilities at conclusion of play. Violation of this policy will result in total full reimbursement of all expenses to the City of Marshall from the responsible agency.

15.) A list of all members of your organization that have keys to any city facilities must be provided to the **MPAR** office. All keys will be collected and held in the **MPAR** office at the conclusion of each season and will be returned at the beginning of the next season.

16.) Any improvements, regardless of the funding source, on City property must be approved in writing, in advance by **MPAR** office and / or by the **Parks Director or his designee** and all improvements become the **property of the City of Marshall.**

17.) The commissioners on duty of each league shall insure that all lights are turned off and all fields remain empty at the conclusion of those fields' games each day. No Exceptions! Failure to comply with this rule will result in a $25 per hour per field fee being assessed.

18.) The city reserves the right to schedule special events as needed, but in coordination with your schedule **when possible.**

19.) All citizens of Marshall will have a fair and pro-rata ability to schedule field usage for league play. No one group shall have any exclusive rights to scheduling of any City of Marshall facility, fields or property.

20.) **Bathroom and Concession Stand Cleanliness.** It is the sole responsibility of the using organization to keep all restrooms and concessions in full compliance with Consumer Health Group City of Marshall standards at all times during your usage.

21.) **Batting Cages.** It is the sole responsibility and right of **MYBA/MYSA** to schedule and approve any and all usage of the batting cage areas that were built by their organization. The City staff will not be involved in any usage of said cages.

22.) **Annual Financial Reports.** MYBA shall provide an annual financial report or third party audit to the City detailing the organization's revenues, expenses and disbursements for that year. In addition, MYBA agrees to provide all tax returns and other financial documents as requested by the City's Finance Department staff. All financial documents, records, and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with reasonable notice given that such review or audit will occur. Failure by MYBA to provide annual financial reports in compliance with the provisions within this section shall constitute a material breach of the contract and may result in termination of the Agreement.

In addition, MYBA shall provide the above information for the past five years within sixty (60) days of the execution of this agreement, if this information has not been previously provided to the City in compliance with the previous agreement executed between the City and MYBA.

Tournament Rules for MYBA

1. **Tournament fees** will be $50.00 per field, $500.00 dollar deposit for trash pickup and 10% of net profits. All fees and deposits must be paid when tournaments are scheduled.

2. **MYBA must designate** Tournament Director when tournament is scheduled. This person will be the liaison between the City and MYBA for the entire event.

3. **The City of Marshall Parks Director** or his designee will determine if tournament can be played. **The Parks Directors ruling will be final.**

4. All **trash must be picked up** and trashcans emptied before trash deposit will be refunded.

Date _____

ATTEST:

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City Secretary

THE CITY OF MARSHALL, TEXAS

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Lisa Agnor, City Manager

ATTEST:

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Secretary

Marshall Youth Baseball Association

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President